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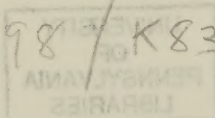


THESIS  
Presented to  
THE FACULTY OF PHILOSOPHY  
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BY  
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of  
DOCTOR OF PHILOSOPHY.

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A Discussion  
of the  
BUSINESS DOCUMENTS OF MURĀŠŪ  
SONS

BANKERS AND BROKERS OF NIPPUR

in the time of  
Artaxerxes I, 464-424 B. C.

documents contained in  
The Babylonian Expedition of  
The University of Pennsylvania .  
Series A: Cuneiform Texts

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Baybolen, Co. Ingle, U. S. 6123

- I.Division of Contracts.
- II.Conditions of Contracts
  - A. Parties - Agents, Partners, Joint Stock Companies.
  - B. Consent of Parties
  - C. Consideration - Payment.
  - D. Subject - Matter.
    - 1. Letting of Property
    - 2. Bailment
    - 3. Promissory Notes
    - 4. Hire of Service
    - 5. Quit - claims
    - 6. Forfeit
    - 7. Damages

- 2. Notes
- 3. Index to Notes





## 1. ANALYSIS OF CONTRACTS





ANALYSIS OF CONTENTS.  
DISPOSITION.

Division of Contracts:

- A. Executed
- B. Executory

Conditions of Contracts

A. Parties:

1. Individuals

- a. male
- b. female
- c. slaves
- d. aliens not slaves

2. Business Combinations

- a. partnerships
- b. joint stock companies

Agency

- a. manner of appointment
- b. division of agents
- c. powers of agents
- d. liability of agents to 3rd. party

Partnerships

- a. how formed
- b. liability of partners to 3rd. party
- c. tenancy in common

Joint Stock Company

- a. how formed
- b. agent or trustee doing the business of the comp.



5.

B. Consent of Parties:

1. Proposition
2. Acceptance
3. The mutual assent is expressed
4. The mutual assent is not expressed
5. The proposition expressed, the acceptance implied.

C. Consideration:

1. renders contract valid against every person,
2. is a benefit to promisor,
3. is a loss or inconvenience to promisee,
4. is value given or promised to be given:

a. value given ;

b. value promised :

1. services to be rendered

2. something of value to be paid

a. indirectly (taxes)

b. directly

1. idi bit

2. giš.bar

3. damages

4. hire for work performed

5. seed corn

6. *imittu*

7. forfeit

8. interest

9. usufruct

10. real estate conveyance

11. bailment





3. Services to be rendered and values to be paid.

Payment:

1. medium not designated
2. medium designated
3. amount
4. manner of payment
  1. in full, 2. in part, 3. in advance.
5. place of payment

D. Subject - Matter.

I. Letting of properties

1. Lease of Real Estate

a. Description of Real Estate

α. Farm-lands

β. Water

γ. Farm land and canal

δ. Rural and urban properties

ε. House

b. Term for which lease is given

c. Rent

α. The amount is specified

β. Time when rent is to be paid

γ. Place where " " " " "

d. Other duties of the tenant

α. has to make repairs

β. pays earnest money

γ. how to cultivate the land



e. Contingencies

α. on the part of the tenant

β. on the part of the landlord

f. Contingencies growing out of the ownership of land

2. Hire of Personal Property

a. Description of property

b. Time for which hire is given

c. Hire

α. amount is specified

β. time when it is to be paid

γ. place where " " " "

d. other duties of hired

e. a second distinct contract

3. Lease of Realty and Hire of Personal Property

a. Description of property

b. Time for which contract lasts

c. Hire and rent

α. amount specified

β. time when it is to be paid

γ. place where " " " "

d. other duties of tenant

α. has to pay value

β. has to perform services

e. Contingencies

II. Bailment

1. Bailment of things





## 2. Bailment of person:

- a. Bailee's duty to return the property
- b. Time when it is to be returned
- c. To whom it is to be returned
- d. Liability of Bailee

III. Promissory Notes:

- 1. Abstract notes
  - 2. Titled notes
  - 3. Interest bearing notes
    - a. Notes providing for the payment of *interest*
    - b. Notes containing debts remaining unpaid
  - 4. Notes coupled with collateral contract
    - a. guaranty
    - b. mortgage
    - c. guaranty and mortgage
- Guaranty
- a. for another
  - β. mutual
- Mortgage
- a. pledge for payment of debt
  - β. always first mortgage
  - γ. becomes void upon payment of debt
  - δ. taxes to be paid by mortgagor

IV. Hire of Service

- 1. Parties
- 2. Description of duties of hired
  - a. rendering services
  - b. paying value



- 5. Recompensation of hired
- 4. Time for which contract is made
- 5. Contingencies
  - a. Affecting both parties
  - b. Affecting one party

#### V. Releases or Quit- claims

- a. Description of property released
  - 1. Real Estate
  - 2. Personal property
- b. Parties
- c. Class of Claims to be relinquished
  - 1. Property due and ~~due~~ *paid*-bar (=for rent)
  - 2. Had been taken away from owner
- d. Relinquishment of rights and claims
- e. Contingencies

#### VI. Contract for the payment of a forfeit

- a. The principal contract
- b. Agreement to pay the forfeit

#### VII. Contract for the payment of damages

- a. Principal contract
- b. Agreement to pay damages
  - 1. Nature of Damage
  - 2. Recompensation for loss.





D I V I S I O N   O F   C O N T R A C T S



## DIVISION OF CONTRACTS

The contracts may be divided into two groups, executed and executory contracts.

An executed contract is one on which nothing remains to be done by either party. It is a receipt for value received.

2) A in a ~~kašat~~ B mahir (eṭir)<sup>\*</sup>(1) A. has received from B, (he has been paid), P.1. 59: 3-4 (46:5)

Note. Among these contracts may be noted those containing acknowledgements of payment by the creditor's representative, coupled with an instruction for him to deliver the value received to the creditor in behalf of the debtor: the creditor's representative ina kašat the debtor mahir ušaššazma itti, the creditor ana the debtor inamdin = has received from the debtor and shall deposit with the creditor (paying) for the debtor 11:5/ 12:10/ 15:17/ 32 2:6/ 50:9/ 59:9/ 66a:13/ 73:3/ 75:8/ 81:6/ 83:1. In 26:6 ušašabat is used for ušašaz.

An executory contract is a contract to be executed at some future time: promissory notes, letting of property, bailment, hire of service, suit-claim, forfeit, damages .

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\* The numbers appearing in brackets (eg. 1) or (36), after a word designate the note, contained in Part 2 of this work "Notes", and treating of this word.





CONDITIONS OF THE CONTRACTS;

- A. PARTIES CONTRACTING
- B. CONSENT OF PARTIES
- C. CONSIDERATION
- D. SUBJECT - MATTER



PARTIES CAPABLE OF CONTRACTING:

1. Individuals
2. Business Combinations

Agents .

Partners

Joint Stock Companies.



1. As individual parties appear

a. Male individuals, free men

b. Female individuals

c. Slaves

d. Aliens, who are not slaves

a. Male persons, or free men

are met with passim

b. Female persons

figure in the following agreements:

α. a woman becomes, in company with male relatives, surety for her husband's debt: Ninib-aḫ-iddina, Erba-Bêl u Bêl-aḫ-iddina, Amat-Bêlit aššat Nâid-Ninib na-šû-u M, E. and B., Amat-Bêlit, the wife of Nâid-Ninib are responsible 53: 13-14.

β. a woman is debtor conjointly with her husband:

100 gur še.bar ša Bêl-nâdin-šum ina muḫ-ḫi Šum-iddina u Bêlit-su-nu aššat Šumiddina = 100 gur of še.bar due to Bêl-nâdin-šum and due from Šum-iddina and Bêlit-sunu, wife of Šum-iddina 58:I-4.

γ. a contract for the lease of Real Estate is made and written and signed in praesentia of a woman, her son leasing the property in question to a third party: ina a-ša-bi ša E-sag-ila-bê-lit ummu ša Ba-ga-mi-i-ri ša-dar ša-dir = in the presence of E-sagila-bêlit, the Mother of Bagamiri, the contract was written 48:37.

Whether ina ašâbi is in the presence of, or, in the presence of and with the consent of, I do not know. But I wish to call attention to the fact first that part of the estate leased belonged to a deceased uncle - father's brother - of Baga-miri and





that Esagila-bêlit, may by virtue of her being the wife of the dead man's brother, inherit together with her husband, before her son inherits, or she inherits together with her son; and secondly her husband appears to be dead, too, as he is not mentioned, and it is likely that she has some vested rights in some part of the property as his wife or widow; cf D. A. H. under 191

c, Slaves.

The slave seems to have enjoyed a very large measure of liberty in entering obligations of any kind.

α, He contracts debts: 60 gur suluppu ša Bêl-nâdin-šum ina muḫ-ḫi Itti-Bêl-ab-nu(amêlu) gal-la ša Ar-ta-aḫ-ša-dr = 60 gur of dates due to Bêl-nâdin-šum, due from Itti-Bêl-abnu, the servant of Artah-šar, 4:I-3 / 260 ~~kar~~patu dannu ša ḫur-ru gu-ra-bi ša Bêl-nâdin-šum ina muḫ-ḫi Mu-še-zib Ba-riḫ-Šamsi(amêlu) arḫâni ša Bêl-nâdin-šum = 20 vessels of ḫurru gurabi (34 p. 2) due to B., due from Mušêzib and Bârik-Šamsi, the slaves of B. 2I:I-4;

β. slave rents and landed estates: Iddina-Bêl (amêlu) ar ḫu ša Bêl-nâdin-šum ina ḫu-ud lib-bi-šu a-na Bêl-nâdin-šum ik-bi um-ma šeu zêrō ša bît amêlu UD, SAR, ŠEÇA (35p.17) u šeu sêru bît rit-ti-ka, 2 nartābu šu-uh-ḫa-nu u gur ŠEĒAR a-na GIŠB-R a-di 3 ta šanâte i bi-in-nan-na = Iddina-Bêl, the slave of B, said of his own free will to B. as follows: "let to me for 3 years the field of the bît amêlu UD, SAR, ŠEÇA, and the field of thy bît rēti, 2 šu-uh-ḫa-nu {pump machines} and one gur of še-bar as seed corn" 26:I-6 / Marduk-a amêlu arḫu ša Bêl-nâdin-šum [ri-ḫ-a ik-bi um-ma] nâru Ba-li-ia-a-tum....ultuḫābi-šu a-di bi-ii-ih [ti-ḫu-a] šeu sêru ša ina muḫ-ḫi-šu nartābu šu-uh-ḫa- [ru a u gur ŠEĒAR a-na] a



šeu šumu...a-na GIŠB.B a-li š ta šanâte bi-in-na-na = Harfuka,  
 the slave of B. will of his own free will to B. thus: "Let<sup>to</sup> me for  
 3 years the canal Babilatum, from its gate to its discharge, and  
 the field situated on it, and a pump machine, and 1 gur of šebar  
 as seed corn 29:1-10/ similarly: Bêl-ba-šau-pi-šin amêlu ardu  
 ša Bêl-nâdin-šum etc. 30:1 ff/ Ribât am. ardu ša Bêl-nâdin-šum  
 etc. 32:1 ff.

The slave rents a bit kâri under the usual conditions con-  
 nected with the renting of houses in Neo-Babylonia: bit ka-a-ri bêt  
 ma-la-gu ša Ti-ri-ka-am a-na i-ši bit a-na Han-nadu-u-šu-lum  
 amêlu ardu ša Šangu (?) id-šin = the bit kâri at the Sailor-Gate,  
 property of Tiri-kan, he, i.e. Tiri-kan, has rented for 5 years to  
 Han<sup>lu</sup>mulum, slave of Šangu (?) 54:1-5

g. The slave appoints agents to do for him what he cannot  
 do himself for some reason: 60 ka še.bar ištê<sup>n</sup>(en) karpatu dan-nu  
 šikaru tûbu ma-la-u ša Bêl-nâdin-šum ša kâtai Mušezib amêlu gal-la  
 ša Bêl-nâdin-šum ina muḫ-ḫi Bêl-zêr iddina = 60 ka of še.bar, 1  
 danmu of pool, old wine to be delivered to Bêl-nâdin-šum to the  
 account of Mušezib, the slave of Bêl-nâdin-šum, to be delivered  
 by Bêl-zêr-iddina, 5 a:1-5/ 25240 libittu coll. (8) ša Bêl-nâdin-šum  
 ša kâtai Itti-Bêl-pa-šar amêlu ardu ša Bêl-nâdin-šum ina muḫ-ḫi  
 N.N. = 25240 bricks to be delivered to Bêl-nâdin-šum, to the  
 account of Itti-Bêl-pa-šar, the slave of Bêl-nâdin-šum, to be de-  
 livered by N. N. 51: 1-4/ 200 gur šebar ša muḫ-ḫi Bêl-nâdin-šum  
 še. bar a 200 gur a-ki-i ka-tu ša La-ba-ši ša amêlu<sup>šanû(ili)</sup> amêlu pên  
 amurki Bêl-ba-rak-ki u Harfuka-štir ina kâtai Bêl-nâdin-šum ka-



hi-ir e-êtir-u = 200 gur of šebar are due from Bêl-nâdin-šum...  
 Said 200 gur of šebar Bêl-barakki and Marduke-êtir have received to the account of Lâbâši the sm. šanû of the notary, they have been paid, 32a:1-5

d. the slave acts as agent: 50 gur še.bar ina na-aš-par-ti  
 ša Ba-na-ia-a-zu N. N. u Bar-na-aš-ti amêlu arduša Ba-na-ia-  
 azu ina kâtai Bêl-nâdin-šum maḥ-ru = 50 gur of še.bar by order of  
 N.N. and Barnahti, slave of B.  
 Barnaiazu, have received from Bêl-nâdin-šum 11:I-4/ Ki-me ša šarri  
 ba-a-ri (10) Is-gu-u amêlu gal-la<sup>ša</sup> Ar-ta-bar-ri ina kâtai Bêl-nâdin-  
 šum ma-ḥi-ir = the flour for the king, the bāru... Isgu, the slave  
 of Artabaru, has received from Bêl-nâdin-šum 13:I-6/ 2225 gur S A C  
 EN u ne-ḡa-ri (11) ša giš.bar... gamirûtim(-tîm) u min-ât-tum (12) ga-  
 mir-tum lib-bu-u ša ina ša-da-ri ša duppu ša-dar ša Mi-ia-ra-en  
 amêlu mu-dal-li-ḡu aplu ša Marduke-nâdin-šum amêlu mâr-bîti ša  
 Ad-dan-nu amêlu pân kunukki a-na muḡ-ḡi Bêl-nâdin-šum šad-ri Mi-  
 id-ra-en ina kâtai Bêl-nâdin-šum maḡir = 2225 gur of produce and  
 the neḡaru of the entire giš.bar and the entire quota in accordance  
 with what in the written order of Mi-raen, the amêlu mu-dal-li-ḡu,  
 son of M. the mâr bîti of Addannu, the notary, was written as an  
 account against Bêl-nâdin-šum, Mi-raen has received from Bêl-nâdin-  
 šum 59:2-9/ 25 gur suluppu... ša ina pân B-n-š Ardi-ia amêlu gal-  
 la ša Erba-a a-ri-i šî-pir-tum u abnu kunukku ša Erba-a abu ša  
 Mu-še-zib-Bêl u Mu-še-zib-Bêl ina kâtai Bêl-nâdin-šum ma-ḡir =  
 25 gur of dates which are loaned to B-n-š, Ardia, the slave of  
 Erba, has received from B-n-š by sealed order of Erba, the father  
 of Mušêzib-Bêl and of Mušêzib-Bêl 66a:I-3 / 2 gur 24 ka šam, šam-





mu ša ina pân Ri-mut-Ninib Ba-rik-ili mâr amêlu ikkuru u Nabû-u-še-zib amêlu ardu ša Šamaš-nâdin ina na-aš-pa-aš-tu ša Šamaš-nâdin ina kâta~~xi~~ Ri-mut-Ninib mah-ru = 2 sur 24 ka of sesame which are loaned to Ri-mut-Ninib, Bârik-ili, the farmand and Nabû-ušêzib, the slave of Šamaš-nâdin, have received from Ri-mut-Ninib by order of Šamaš-nâdin 75:1-7/ il-ki gum-ru-tu ša šattu 40 kam ša Ahi-a-u amêlu ardu ša Ha-na-ar-ḫa a-na amêlu šak-nu amêlu bêlê eklēti id-din-nu Ahi-a-u ina kâta~~xi~~ Bêl-nâdin-šum ma-ḫi-ir = the entire ilku of the year 40 due from the field which Ahiāu, the slave of Hamarḫa has leased for the chief and the landlords, Ahiāu has received from Bêl-nâdin-šum 61:1-3

e. Slave invests capital in partnership with others:

260 dammu of hurru gurabi due from Mušêzib and Bârik-Šamsî, the slaves of Bêl-nâdin-šum, and Bârik-Bêl, son of Ninib-erba 21:1-5a/

3. Slaves make a contract with their master to be liable for the payment of damages, if any injury is done to his or another slave's property by not keeping their canal-gates in good order:  
 Bêl-nâdin-šum ša a-na Ia-a-ḫu-lu-nu u Nâid-Ši-i-pak amêlu andâni-šum ik-bu- u um-ma <sup>bât</sup> ~~ša-bât-ia~~ ina nârâte-ku-nu u mi-ša-ḫu-ku-nu... pu-tin-na' [ša] bît-ka ina nârâte-ku-nu u mi-ša-ḫu-ku-nu a-na šeu zêrâ-ia u a-na šeu ša Aḫu-li-ti-ia lâ i-bât-tak ina umu(-nu) bît-ka ina lib-bi ib-átḫa u šeu zêru (plur)-ia u šeu <sup>zêru</sup> ~~zêru~~ bît giš-bar ša Aḫu-li-ti-ia ut-tab-bu-ú šeu zêru (plur) na-ia ina lib-bi [ib-ḫi-ib] u i-ḫi-lik-u<sup>ul</sup>-tu [ram]-ni-[u-nu] it-tir-a-a-in-ni = Bêl-nâdin-šum who said to Iaḫûlunu and Nâid-Šipak, his slaves: keep in good order your canal-gates and your mišḫu, so that a break in your



canals and mišahu is not made against my fields and the fields of the bît giš-bar of Ahulitia, my slave. When a break is made there and my seeds and the seeds of Ahu-lita are carried off you must pay me from your own pocket for all the seeds that are broken up there and perish 55:1-14/ In their answer they say: "We will keep in good order and strengthen our canal gates and the mišahu so that there is no break made. When such a thing occurs, we will pay thee out of our pockets for all the seeds which are there destroyed and perish 55:15-20

η. The slave hires his service to other than his master by a contract to do farm-work: šeu šeru zak-pu u pî šul-pu ša Za-bi-la-a u Bêl-šunu Lâ-bê-ši u Bêl-nâdin šeu šeru zak-pu a-na amêlu. NU.15. SAR-u-ti pî šul-pu a-na ir-ri-šu-ti a-na Mušêzib amêlu gal-la ša Bêl-nâdin-šum id-din-u = the planted field and the pî šul-pu which Zabīdā and Bêl-šunu, Lâbêši and Bêl-nâdin, the planted field for planting and the pî šul-pu for cultivation, have let to Mušêzib, the slave of Bêl-nâdin-šum 10:1-6;

θ. Slave appears as witness to the making of a contract: Da-la-ta-ni a-mêlu ardu ša Ar-ta-ri-e-me = Dalatani, the slave of Artareme 72:11 / unku (neil of) Da-la-ta-ni amêlu ardu ša Ar-ta-ri-e-me 72:1

δ Aliens who are not slaves

Išdîr-i-ma 23:1/45:1 and his sons 45:1b-2 (Hebrews);

Bâza'miri 48:1/ Alduramu 67:1 (Persians) c.o.



2. Business Combinations appeara. partnershipsb. joint stock companiesA. Partnerships;

two or more parties placing their effects, labor and skill, or some of them in some enterprise: 2:2-4/3:1-3/7:1-5/10:2-4/16:1-2/22:6-7/35:1-5/45:1-6/49:1/60:3-4/12/61:3 (ša harrânu) /86a:1/68:1/17:5/19:2-4/21:2-4 51:2-4/56:2-4/57:2-4/58:2-3/51:3-4,7,9/56:2-5/53:2-5/65:47/85:3-9/86:3-8/92:2-4/95:3-4/94:2-5/95:2-5/96:2-5/100:2-5/105:2/17a:3-2,5/26a:3/41:1-2/55:1-2 14:3-4.

b. Joint Stock Companies,

i.e. a number of persons merging their property into one and employing an agent or trustee to do the business:70:2-7/79;1-6/82:3-9/74:2-7,10b-12/76:2-3,7/106:3-5a,8b-9a/8:2-11/75:2-5/85:3-7/7a:2(N.N.u bêlî iq kaštišu)/77:1-2,5-6/(N.N. u ki-na-at-ti-šu-) 12:3-4/25:3-13a/44:3 end 14.



AGENCY.1. Manner of Appointment.

a: ša kâtaï = by empowering act of employer ša:4/28:1/51:2/  
66:2/72:2/78:2/85:2/86:2/  
cf. 50:7;

73:1-4 lgur še.bar is to be paid anaGIS.BAR ša Iddina-Bêl

73:1-2 This lgur še.bar is ša Rimût ša kâtaï Iddina-Bêl, i.e. the  
gur of še.bar is due to Rimût by power of Iddina-Bêl, the ori-  
ginal creditor;

b. akî kâtu 32a:3;

c. ina našparti = by order 11:1/15:1/73:2

d akî šipir (s) ti = according to order 32:1/47:11

e. akî šipirti u abnu kunukki = according to sealed order,  
11:9/75:6/66a:6

+cf. šatar šumi  
by the side of f. akî šadâri ša amêlu šaknu išduru, = according to the writ  
šatar šumi  
DA#šatru 652<sup>6</sup> which the amêlu šaknu has written 12:5-6/

g. libbû ša ina šadri ša duppi šadar... šadri = in accordance  
with what was written in the document 39:5

h. libbû būda (IS) ša amêlu sipirri ša ina abnu kunukki = in  
accordance with the document of the amêlu sipirri (which was under  
seal) 80:1-2, <sup>probably</sup> of the <sup>am.</sup> s. who holds charge of the seal (= notary) (33g)

i. libbû ša ina šîātu būtu (IS) (=BU.DA.LHŠ) ša amêlu sipirri  
šadarri = in accordance with what was written in said document  
of the amêlu sipirri 80:6-7, <sup>probably</sup> of the <sup>am.</sup> amêlu sip. šatâri = notary (33g).

I am aware of the inordinate pru.šatarri; i; e. šatâri inst. of šatâri  
or šatâri, cf. DAG § 67b; however there is no reason why the form šatâri should  
not be employed in pausa; or, <sup>probably</sup> ša ina abnu kunukki in 80:2 and šatarri  
in l. 7 are genitives dependent upon sipirri, so that <sup>am.</sup> sipirri is qualified by these





2. Division of Agents (32)

- a. brokers: 5a:3/18:5/29:2, 16/45:7/51:2/66:2/65:2/66:2/75:1/
- b. amêlu orlu of employer: 39a:4/66:3:3/71:5/75:4/75:6
- c. amêlu mâr ikkaru or irrišu = partner of employer 73:4/
- d. amêlu šanû of employer: 26:5/44:16/
- e. amêlu pitipabaga of employer 15:4, 8, 18, L.E.
- f. amêlu dikû 75:6
- g. amêlu pakdu of employer 1:2, 7, 15/39:3, R(?)
- h. amêlu šakru
  - a. ša ki-zu plur. 39a:4, 0
  - β. ša amêlu maktûtu 5:4, R
  - γ. ša I R/plur. 70:8
  - d. ša amêlu šušanê 7a:4/44:17/32:12/65:8/8:15-16
  - e. ša amêlu šušanê u maktûtu 23:14
  - ž. ša amêlu šušanê ša amêlu kirikêti 23:5.8
  - η. ša amêlu šušanê ša amêlu mašaka 107:8
- i. son 12:8
- k. nephew 46:4/47:6
- l. amêlu mâr bîti of employer 50:7, E
- m. N.N.ša ina mpuh-ḫi Giš.BAR 14:5, Lo. E.
- n. amêlu UD.SAR.ŠE.GA 79:8

} These two cases are better placed under  
implied partnership.

3. Powers of Agent.

- a. leases real estate for employer: 3:4/29:5/45:10/107:9-11.
- b. hires out flocks of employer 1:15
- c. receives Giš.BAR for employer 8:15:16/18:1, 5/59:3-4/57:41
- d. pays tax for employer 78:3/12:9/23:5/44:15/39a:5/70:9/  
65:10-11



3. receives tax for employer 5:4/12:5, 8/25:14/70:4/50a:1/  
 24:16/70:3/31:4, 6-7/62:12/83:8/

4. Liability of agent to third party:

ušazazma, resp. ušašabat, the agent itti the employer  
 and the creditor inandin = the agent shall deposit the  
 value received with the employer, paying for the creditor.

ušazazma is found in 11:5/12:10/15:7/50:9/50:9/75:3/61:6  
 85:6/52a:6/66a:15, ušašabat occurs in 26:7;

ba-ud lā ha-ra-ra (2) ša Ar-ta-a-an-na-ra ša ina muḫ-ḫi  
 suluppū 40 kam ša ina iṣ kašāte šiatina i-tur-  
 t'ā ina muḫ-ḫi iṣ kašāte šiatina u lā pa-ka-ru ša iṣ kašāte  
 šiatina Ur-ki-ki na-āi = Urkiki is responsible that there  
 be no ha-ra-ra (ie. a certain kind of claim) of Artermara  
 which is directed against the estates of the year 40,  
 which grow on said estates- estates for which the taxes  
 have been paid- or even against said estates, and that  
 there be no claim-pakāru- directed against the said es-  
 tates 82:16-19a

and adds a conditional liability 82:19-31.

ina ūmu(-mu) pa-ka-ri ina muḫ-ḫi iṣ kašāte šiatina it-  
 top-šu-u Ur-ki-ki ū-mar-raq-ka-an-na(14) a-na Bēl-rādān-  
 šun i-nam-din e-lat 3 na-na ka-mu ša Ur-ki-ki lo-pa-  
 an-lu bēlê iṣ kašāte šiatina štir (-ir) = when the pa-ka-ri is a  
 claim upon said estates Urkiki shall redeem paying for  
 3-na in addition to the 3 mana of silver which Urkiki  
 has received from the owner of said estates.



Partnership.

i.e. two or more parties place their efforts, labor and skill  
some of them in some enterprise.

I. Partnership existing by virtue1. of an investment in the business of another

a. sa harrônu 6I:5 (Pinchos 2 AI p. 206, D A H 29I 7.

Moissner AB.P.P. 144, note 9, last line.)

b. zittu ša itti N.H. 2:3, 7/22:7, sa-la zittu 73:2, 3-

2. implication

a. partners let realty: 7:4-5/15, 14/70:2-4, 5I

b. rent realty 3:I-3/7:I-3/16:I-2/26:L.E./35:I-3/  
45:I-3/49:I/60:5b-4, 12( 63:I/86a:I/

c. hire a man for service 10:2-3

d. contract a debt; 92:4( 2I:2-4/5I:2-4/56:2-4/57:2-4  
58:2-3/5I:3-4, 7-9/56:2-5/58:2-5/63:4-7/65:5-9/  
86:5-8/92:2-4/95:5-4/94:2-5/95:2-5/96:2-5/  
100:2-5/105:2/17a:3-5 26:a:5/

e. contract to pay a forfeit 4I:I-2

f. " " " damages 55:I-2;

g. pay rent on jointly rented property 14:3-4

h. partner pays taxes for partner who is his brother  
12:5

i. a partner pays debt for partner who is his uncle  
46:4b/47:6





# I. Liability of partners:

1. Mutual responsibility: ištēn būl šanī ( ana eṭēr) našū  
ša kirāb iṭṭir = one is responsible for the other that he pay  
the debt 56:9-10/58:9-11/85:15-16/86:14-15

2. Partners properties mortgaged for their common debts:  
šou zēru (or ekil)-šu-nu maškānu ina pān the creditor = the field  
of the partners is pledged for their debt at the disposal of the  
creditor 19:9-11/56:7-10/57:6-9/58:6-9/92:6-10/95:8-12/100:10-7/  
105:6-9/26a:7-11/

3. mutual responsibility and real estate security by mort-  
gage 17:11-12 and 6-11/31:6-7 and 8-11/94:13-14 and 7-10/95:30 and  
7-10/96:13 and 7-10 17a:9 and 10-14

II. Tenancy in common, i.e. each party is entitled to a distinct  
share, yet he is responsible, not only for this distinct share  
of his in the debt but also for the common debt.

1.62 gur ina muḫ-ḫi A,B,C... ina libbi 19 gurina muḫḫi A  
62 gur are due from A,B and C... thereof 19 gur are due from A.  
31:12

ina (15)libbittu coll-wa 25240 ina libbi (15) 10 000 libittu  
ina muḫḫi Erba-a 5700 ina muḫ-ḫi Bēl-nādin 4280 ina muḫḫi Ninib-aḫ-  
iḫina 1280 ina muḫḫi Ninib-ana-bīti-šu = of said 25240 bricks-  
the common debt-10 000 bricks are due from E. 5700 from B. 4280  
From N-a-i 1280 from N-a-b.

## 2. Partner may dispose of his share

mi-šil zittu ša itti A and B ku-ma( ) ana C iddin,  
he has given as ( ) the half share which he has in



common with A and B, to C. 2:5-6

5. Partner may mortgage his share for personal debt:

ekil-šu zaq-pu bit is kašti-šu arla zitti-šu ša itti ašānu  
 kinātāti-šu maškānu suluppu-a 30 gur ina pān N.M. = his planted  
 field, his bit is kaštu, all his share which he has with his  
 household are pledged for said 30 gur of dates at the disposal  
 of the creditor



Joint Stock Companies. 2

i.e. a number of persons merging their property into one and employing an agent to do their business.

1. How formeda. number of shares determined:

## α. enumerated and summed up (napħar)

70:2-6                      70:7                      napħar 7 is kašt u

79:1-6                      79:7                      "                      7                      "

82:3-5 &amp; 7-8, 982:6 &amp; 9810                      5 4 1/2                      9 1/2

## β. enumerated

8:2-15/12:2b-4/23:3-12/44:3b/74:2b-3/75:2-5

76:2-5, 7/77:1-2, 5b-6a/83:3b-7/106:2-5/7a:2;

b. α, amount of each share determined:

## α. in express numbers:

1 is kašt u f.i. 70:2, 3, 4, 5 a.o.

1/2 "                      70:6/6:4 (2 ri-ba-ni-e)/82:9

1/3 "                      8:5, 6/44:8

## β. left undetermined mal a zittu:

18:5/44:4/76:2

2. an Agent or Trustee does the business of the Company:a. he pays ilku due on their property:7a:3/12:2-4/ 25:3-15/44:3-11/ 70:2-7/75:2-5/82:3-12, 14, 15/83:3-7/  
5:25 (kînu flour) (kînu sîšarî) 15:2 —b. leases property of companyBêl-apal-ušur anêlu šakaru ša anêlu šu-ša-ni-e  
ša anêlu ma-ša-lu a-na 115. DAR a-na Bêl-n-š idx-din = B. the



chief of the en. šušarê and of the en mešaka has leased the property of the company (described in the preceding lines) to Bêl-ni-š 107:3-11

e. receives GIS.BAR for company

8:14 (an šaknu ša anêlu šušarê), 79:8 (anêlu UD.GAR.ŠI.GA)

It is, however received by the stockholders the selves; 74, 76, 77, 106.

Partnership and Joint Stock Company are not sharply differentiated; they differ only in some form of organization as stated above.





C O N S E N T   O F   P A R T I E S



### B. Consent of Parties.

The second condition in the contracts of Artaxerxes, is that the parties assent to the same terms in the same sense. This constitutes mutual assent, which is resolvable into two elements:

### 1. Proposition

## 2. Acceptance

The proposition is the <sup>ti</sup>initiative of a contract:

A ana B ina huḍ libbi-šu kiem ikbi umma = I said to B of his own free will as follows, frequently.

The Acceptance of the proposition completes the assent; it <sup>is</sup> as broad as the terms of the offer: B išmešuma: <sup>is he assented =</sup> B. ~~assented~~ to the party making the offer.

The mutual assent is expressed: A ~~trial~~-Bismesu

1:1-2 and 15/3:1-3 and 10b-11a/7:1-3a and 15-1a/16:1-3 and 8b/  
25:1-2 and 7-8a/ 26:1-2 and 9/29:1-3 and 16b-17a/30:1-2 and 17b,  
54:1-2 and 10b/55:1-5 and 15b/40:1-5a and 8/45:1-2 and 5b/45:1-3a  
and 17 and 18a/48:1-2a and 9b-10a/49:1-2a and 5b/52:1-2a and 7a/  
57:1-5a and 7/60:1-2 and 11a/65:1-2a and 12a/87:1-2a and 6/88:1-2a  
and 10b/89:1-2a and 5/108:1-2a and 4 and 5a/109:1-3 and 6/52a:1-2a  
and 5a/86a:1-2 and 17 centre.

03

∴  $i\hbar \dot{\rho} = -\mathcal{H}\rho + \rho\mathcal{H}$ .

24:I-2a and 5b-4a/55:I-2 and I4-I5

The mutual assent is not expressed

2, in contracts for the engagements of slaves to do farm-  
work 10/99/101.

\* -si iust--u l6:, iud-la-is--u 529, 500-6 C/ 17, 3



b. in some contracts for the letting of property

a. personal property 1 lîtu = 1 cow 20:1,7,10

b. real estate: bit kârî 54:1;

farm lands 2/72/102/107

The propositionis expressed A and B iḳbi. the acceptance is implied: 41:I-3

The proposition may be made by either party, it is made

1, by tenant who wants to rent

1, 3, 7, 16, 25, 26, 29, 30, 34, 35, 40, 43, 45, 49, 52, 57, 65, 67, 67, 88, 89, 103, 109, 52a, 36a.

2, by landlord who wants to lease

24, 48.

Whether the proposition is made by the landlord or the tenant cannot be determined in 10, 20, 72, 99, 101, 102, 107.

Duress. The assent of the parties is denoted as being given freely and not under duress, by ina ḥud libbi-šu = "of his own free will" in the proposition; in the acceptance no such phrase occurs but is always understood; ina ḥud libbi may also be, though rarely, omitted: 41, 109. In 69:2 the omission is in place. For the party making a proposition asks for the return of the property which has been taken from him.



C O N S I D E R A T I O N - P A Y M E N T .





### C. Consideration

Consideration is the reason or inducement upon which the parties consent to be bound.

1. It renders the contract valid against every person: ina ūmu(-mu) pa-ka-ru ina muh-<sup>hi</sup> šēu zēru švatu it-tap<sup>6</sup>-su-<sup>u</sup> Ba-ga-'  
-mi-i-ri šēu zēru švatu u-mar-rak-am-ma(I4)a-na B-n-š i-nam-din=  
when one makes a claim upon that field, Bagamiri shall redeem  
that field paying for B-n-š 48:I8b2-I9/ ina ūmu(-mu) pa-ka-ri ina  
muh-<sup>hi</sup> is kašâte šiatina it-tap<sup>6</sup>-su-u Ur-ki-ki u-mar-rak-ka-am-ma  
a-na B-nš i-nam-din 82:19-20

2. Consideration is a benefit to the promisor, that is something of value given or promised to be given to, or done or promised to be done for the person who makes the promise. If in tablet 66 Mušêzib promised to pay money to B-n-š, it would be a gratuitous promise and not binding on him. But if, as is the case he has received the loan from B-n-š, and he promises to pay interest, then he must pay the money. For the loan is a benefit to Mušêzib. Or, if in tablet 10, the landlords promised to give to Mušêzib the 3 gur of dates and sissinnu(10:12) as a gift gratuitously, the promise will not be binding upon them. But if, as is the case, Mušêzib pays the imxittu (ki-i imittu ta-ta-aš-ši-iz 10:9), then the landlords have received the benefit and they must keep their promise.

3. Consideration is a loss or inconvenience to the promisee, that is, any loss or inconvenience suffered by the person to whom the promise is made. If Bagamiri, in contract 48, promises



to lease his property to B-n-š for 60 years, but infringes upon a term in the agreement and attempts to cancel the contract before the expiration of the stipulated time, then the promisee, B-n-š, has suffered an inconvenience and is entitled to be paid an indemnity: ina ūmu(-mu) adî lâ šanâte) a 60 iṣalimu u šeu zêru šuṣtu Baḡamîri ana B-n-š ikkimu kum dūlu ša ina libbi ipušu u zik-pu ša ina libbi izkupu l bilat kaspu Baḡamîri ana B-n-š haṣṣu-din= when before the expiration of said 60 years Baḡamîri takes the property from (=ana, orig. lat. versus) B-n-š, then Baḡamîri shall pay to B-n-š 1 talent of silver for the work which he has done there and the cultivation which he has performed there 43:15b-16a

4. Consideration is value given or promised to be given.

I Value given or advance payments:

a. advance payment of part of the next year's rent is made:

~~42~~+5 shekels of silver as part of (ina) (15) the rent for a field for the year 36 Dadia has received from Mûrânu( 42:1-4) on the 20th. day of the 7th. month 35 (42:15); (the balance) viz. 1 goat and the ḥaḥa uḥina for the year 36 are still due from him(42:5) ~~46~~+as part of (ina) (15) the rent for a field for the year 37, for the field of Aḡu-šunu which is leased to Rimût-Minib, there of four shekels of silver Aḡu-šunu has received from Rimût-Minib 46:1-5, on the 15th. day of the 6th. month of the year 36. ~~47~~+as part of a rent for the field for the year 37, for the



field of Bêl-apal-usur and the 'pôtu of Dizaka' which Aju-šunu and Bêl-apal-usur have leased to Rimût-Mihib, thereof 12 shekels of silver Bêl-apal-usur and Aju-šunu have received from Rimût-Mihib, they have been paid. They have (also) received 1 annu, 1 sheep and 60 ka of flour and the habûhinu for the entire year 57 (47:I-10) on the 15th. day of the 6 month of the year 56 (47:22)

Note. The rent for the year 57 is payable partly in money partly in kind. The money is partly paid in advance, the kind is entirely paid in advance.

b. advance payment of the entire Giš.Bar 10:I6-I7 5 šiklu.

kaspu gi-mir ekil-šu-nu ša šta

šanâte ina kâtâi lu-še-zib maḡ-ru= they have received 5 shekels of silver, the gimir, i.e. the entire money for their fields from Mušêzib;

43:I5-I5 GIŠ.BAR ekil-šu gam-ri ša šanâte 60 Baganîri ina kâtâi B-n-š ma-ḡir e-ṭir=Bagamîri has received from B-n-š the Giš.Bar gamiri, i.e. the entire rent for his field.

50:54-55 [ ] šou zêru gab-bi ma-ḡi-ir-he has received the entire [ ] . for the field .

Note. In some cases the annual rent, Giš.Bar, is paid quite early in the year: in 5:I4 it is ~~to be~~ paid on the 23rd. of the 6 month, in 59:II-I2 on the 26th. of the 7th. month in 42:I5 on the 20th. of the 7th. month. in 50:I9 on the 2nd. of the 8th. month.



## II. Values are promised.

Values promised may be distinguished as

- a. services to be rendered
- b. something of value to be paid
- c. services to be rendered and something of value to be paid.

### a. Services to be rendered:

α. on field and farm , cf. Meisener ABF p. 143, comm. 77 & 8; Maspero *Levante* p. 765 and note

1 ana M U. IS. SAR. ū-tu for planting IOI:5

2. dullu ~~lapal~~ (I6) is gišimmaru epêšu = to perform the work of ~~lapal~~ (I6), the date-groves IOI:9, or dullu dalû [ ] epêšu = to perform the work of irrigating the [ ] 13:10

3. a-na ir-[ri-šu-tu] = for cultivation IO2:9

<sup>x</sup>cf. Delitzsch BA III p. 386, l. 18

4. libbi u ḫarûtu naṣâru = to watch over the libbu and ḫarûtu IOI:8

ṣaṣâtu šuṣû (or šuteṣû) = to dig the runlets (?)

IOI:10.

β. tending flocks: būd rêîtu suddudu naṣṣartu naṣî = he is responsible for pasturing, careful attention and custody of the flocks I25:29.

γ. taking care of the stores and implements:

2 ta bit ~~mina~~ nikasu ū-di-e amêlu nangari u ū-di-e amêlu pa-ḫa-ri a-na Ḫa-nun ip-ḫid = he intrusted to the care of Ḫa-nun 2 stores, all the fixtures, the carpenter and potter tools 87:7-8a.

### b. Values to be paid;

α. indirectly (taxes).





ilku 7:1/12:I-7/31:I-6/39a:1, or ilku ganrûtu, namely [X mana kaspu] amêlu šâb šarri ki-me ba-ari (10) u mirma [na-da-na-a-tu] ša bît šarri = X mana of silver, a soldier for the king, flour, beer and all kinds of gifts for the king 23:I-2;

ilku, namely 4 ma-na kaspu [ki-me ša šarri] ba-a-ri u mirma ni-din-tum ša bît šarri 44:I-2, (similar) 82:I-2/94:

II-15a/94a:3-11/95:10b-12/96:11-12;

*ni-din-tum šarri ma-hi-ri kaspu = gift for the king, money-payment 99:1*  
ilku, namely, 2 ma-na kaspu ka-lu-u 1 karpetu dan-

nu šikaru ma-lu-u tûbu 60 ka [ki-me ki-me ša šarri ba-a-ri] (10) u amêlu šâb šarri = taxes, namely 2 mana of coined(?) silver, 1 danmu of good, old wine, 60 ka of flour, flour for the king, beer and a soldier for the king 70:I.

ilku u mirma na-da-na-a-tû ša bît šarri = taxes and all the gifts for the royal palace 75:I.

mirma ša ul-tu bît šarri a-na muh-qi ekli zittu ni-šil Ağu-šû-nu il-la-'a all that is due to (literally: from) the royal palace from the field, the half share of Ağu-šûnu 2:4b-6

### β. directly

1. idi bît (24) = house rent: bît ka-a-ri a-na i-di bît a-na šatti

2 gur še-bar a-na Men-mu-lu-šû-lum id-din = he has rented the bît kâri to Men-mu-lu-šû-lum for a house rent of 2 gur of še-bar per year 54:I-5;

2. GIS.B4E (27)

28, in executed contracts: 3:1/14:1/18:1/28:1-3/35:1/55:1,5/12:1/46:1/17:1-3/50:4,5/59:2,12/74:2,10/76:1,5/77:1,5/106:2,3/20a:3/52a:1/73:1.

35, in executory contracts: 1:10.13.20,21,26/26:3/29:3,23/

\* 26:12 the scribe intended to write 447 = inandin, he shall pay.



30:10, 24, 26/34:5, 20/35:17, 26/40:5, 14/46:15, 23, 29/48:7, 21, 13a 31/49:4, 11, 6, 10/52:4, 8, 12/65:5, 9, 14, (twice) 16, 18, 21/72:6, 8/81:6, 18/89:6, 6, 9/107:10, 12, 14/108:5, 6, 8/86:12, 25/61:7/78:4/102:12.

Note. The word GIS.BAR is not expressly used, but to be understood in the following executory contracts: 25:6-7, 7-15/37:6, 9/102:(12).

### 3. damages (50)

šeu zêru plur. sa-la ina lib-bi [i]-gi-bi-u-'i-gi-lik-u' ul-tu [ra]-ni-[a-ni i]-tir-a-a-in-ni( 50)=as much seed-corn as is destroyed there and perishes, you must pay me for them out of your own money 55:11b-13 and the parallel passage šeu zêru plur. ma-la ina lib-bi [i]-gi-bi-a-ma i-gi-lik-u' ul-tu ra-ni-i-[hi] ni-it-ti-ka=we will pay thee out of our own money for all the seed corn that is destroyed there and perishes 55:13b-20;

alpu coll. ša ina lib-bi i-mut-ti i-zaḫ-ḫap-hei.e. the tenant, shall replace(?) an ox that dies on the place 29:22b-25a/30:26 or ultu ra-ni-su u-šal-lam=he shall pay for out of his own money 36:13b-15a.

### 4. hire<sup>(29)</sup> for work performed:

minna mala ~~la~~-pa-lu(16) iṣ gišimmaru iṣ-pu-uš a-ma šîni U<sup>3</sup> (?) la-kaal u zittu ekli ia-anu = whatever the hired does in the <sup>except for the owner's field, but rather under the field, free of his own share</sup> pa-lu (16) the date groves, he shall have the use according to ..... price, and need not share the field.i.e.its produce will with the hirer 99:7b-8.

### 5. seed corn(c 2.54)

aa, express: 26:4/29:6/65:13-14( 4 9)/ 82:5, 12/66a:10, 17.



bb. not expressed: 64:4-5, 12-13/35:3-10/50:3-11

6. imittu, see Delitasth B A III, 1.333 11.27 and 12.

26 gur suluppu imittu ekli.... ina-an-lin = he shall deliver 26 gur of dates, the imittu of a field 62:1...2/63:1/64:1:

imittu ša suluppu in-mid-ta-uš = they impose upon him (the payment of) the imittu 10:10;

suluppu in-mid-su-na i-na-kis (30)=he imposed upon him the (delivery of the imittu of) dates estimating (=inakis) it 99:10.

7. forfeit to be paid by a party for failure to perform a duty he had agreed to perform: 7:12-19/32:10/41:6-9/43:17/53:10/57:12-13/64:9-10/10:19-20/10:19-22/99:11/99:12/101:13-14. Namur:

7:12-19 reads: when they have not drawn the water at the stipulated time, they shall pay 5 mana of silver without protest;

52:8-10: when he causes another to stand up with reference to that field against Balâtu, he shall pay 1/2 mana of silver(29);

41:6-9: when the emerald gets loose and falls out of the golden ring, they shall pay 10 mana of silver;

48:15-18: when the landlord takes the property leased before the expiration of the contract time, he must pay 1 talent of silver to the tenant for improvements made upon the property and cultivation performed there.

55:4-10: if the debtor does not deliver the 124 sheep kummitum and the 2 1/2 talents of wool kummitum at the stipulated time, he shall pay 15 mana of silver on the 25th. of the 7th. month;

57:12-15: then šê-šîr goes over from Nisur to another



place, B61-~~ab~~-idina shall pay 10 mana of silver to B-n-š without protest;

64:9-10; If he does not deliver said dates in full, he shall, for all the dates thereof which are repurchased (=ira-me-rik-ku-u IV 1 maraku (14) ) by him, pay at the rate of 1 mana of silver for each 30 gur of dates;

10:19b-20; who breaks the contract( nobal-kattanu) shall pay 1/2 mana of silver;

10:22; If he does not watch over the libbi and harûtu, does not perform the work of ~~la-pai~~ (16) the date <sup>groves</sup>, they will not give him said three gur of dates and sissinnu;

30:11 ina ûnu-(nu) zaḫ-pa lā it-ta-ši-iz sis-si-in a-di-i amêlu UŠ.SA.DU.MEŠ (30) i-nam-di-šu\* = when the planting (referring to ~~the ma-hu-u-ar-ka ina lib-bi i-sak-ku 1.7 9~~) is not standing does not yield, he, i.e. the hired slave, shall pay him, i.e. the landlord, the sissin together with the inittu(?).

101:13-14 when they do not perform the work of ~~la-pai~~ (16) the date <sup>grove</sup>, do not let run the runlets(?) and do not watch over the lib-bi and harûtu, they shall pay 1 mana of silver.

39:12 when he does not perform the work of ~~la-pai~~ (16) the date <sup>groves</sup>, he shall pay 1/2 talent of silver.

### 3. Interest:

aa, hubullu in express terms: 6:7b-9/68:(8)/66:J,7

bb, not expressed 4:7-9/27:4-6/85:12-15/86:II-14/

6:7b-9: per month on 1 mana he shall pay 2 shekels of sil-

\* inamdišu = inamdišû = inamdišû, cf. iddašû = iddanšû 40:9; or I has become volatilized, cf. duntu, var. da'tu Ašurn. Annals II 53, šantu, var. sa'tu ibid. 154.





vār as interest;

66:5,7; per month per-month on/mana he shall pay 2 shekels of silver as interest due from him;

68:6-8 [ar-ki sattu] 40 kam ina šatti 5 gur suluppu[hubullu a-na] Ti-ri-ka-mu ina-an-din- (after the year) 40 he shall deliver per year 5 gur of dates (as interest to) T.

4:7-9 If he does not deliver said 60 gur of dates at the stipulated time (20) he shall deliver 120 gur of dates in the 11th. month of the year 22 according to the kabaru- (19) measure.

27:4-6 [ana a-dān-ni-šu(20)] še.bar-fa 100 gur lā[id-dan-nu] ina arhu Airu ša šattu 32 kam [i-nam-din] = if he does not deliver said 100 gur of še.bar at the stipulated time i.e. [12th. month] of the year 31.2-3, he shall deliver (X gur of dates) in the second month of the year 32;

85:12-15/86:11-14 If they do not pay said silver, 3mana, 10 shekels and la-mi-šu (31) at the stipulated time (20), i.e. on the 18th. day of the 1st. month of the year 31, they shall pay 6 mana of silver on the 22nd. day of the 1st. month of the year 31.

#### 9. Usufruct.

The tenant has a right to the possession and the enjoyment of the premises. Thus, after paying the amount of produce stipulated in the contract, he is entitled to the possession of the balance.

The tenant may also sub-let the premises and thus stand in the position of land lord to the new tenant. I treat the



examples, illustrating this feature under the head of Agency. For the proprietor who is not willing to cultivate the land himself nor to go to the trouble ~~nor to go to the trouble~~ of leasing it himself, employs a broker to attend to the affairs of his property, as leasing it, collecting the rents, paying taxes. The broker is, therefore, properly speaking, an agent rather than a tenant.

10. Real Estate Conveyed:

a. mortgages granted by debtor to his creditor to secure the debt.

The formula employed in contracts for the granting of mortgages reads: real estate of debtor is maškânu (=pledge) for the debt ina pân (=at the disposal) of the creditor, or without the words "for the debt": "real estate of debtor is is pledge at the disposal of the creditor" : 9:6-7/I7:6-7/I7a: 10-12/I9:8-9/22:6-8/31:8-9/26a:7-9/36:7-8/37:6-8/38:6-8/68:(9-10)/ 91:5-6/92:6-8/93:8-9/94:7-8/94a:5-7/95:7-8/96:7-8/97:5-6/98:4-5/ 100:5-7/103:5- /104:6-7/105:6-7

b. Surrender (? or Return ? - the verb designating the action in 1.6 is illegible) of a farm 52, see note no.29



11. Bailment. i.e. a delivery of goods in trust upon a contract expressed (or implied) that the trust shall be faithfully executed on the part of the bailee:

<sup>x written</sup> <sup>YAY</sup> <sup>for</sup> <sup>YAY</sup> <sup>for</sup> deposit of property: 2 ta bît mimma nikasu<sup>h</sup>-di-e amêlu nangari u u-di-e amêlu pa-<sup>h</sup>a-ri a-na Ha-nun ip-kid = he intrusted to Hanun 2 houses, all kinds of fixtures, carpenter's and potter's tools 87:7-8a, and nikasu šuatu Hanûn u-ta-ri-ma i-nam-din = Hanûn shall return that property 87:9b-10;

β, bailing of a person: ahi-ia ša in a bît ki-lu šab-ti ina pâni-ia muš-šir = release (and intrust) to me my brother who is held in prison 87:4-5a, and the parallel passage: ahi-šu ina pâni-šu un-daš-šir = he released his brother ( and intrusted ) him to him ibid 8b-9a.

The bailee is voucher that the released man will not leave the town, ibid 11.ab-6 and 11. 9b-13

c. Values to be paid and services to be rendered.

No. 10 (28)

Values to be paid.

10:7-8 mimma mala ina šeu zêru pî šul-pu il-la-<sup>40</sup> zittu ekli i-nam-din = he shall deliver whatever grows on the field and the pî sulpu, 4 cubits, the share of the field;

10:10 imittu ša suluppu im-mid-du-uš = they impose upon him the delivery of the imposts of dates.

Services to be rendered.

10:4b-6 šeu zêru za<sup>h</sup>-pu a-na amêlu NU. IS. SAR-<sup>u</sup>-tu pî šul-pu ana ir-ri-šu-tú a-na lu-še-zib- id-din-u' = they





have given to Mušêzib the planted field for gardening, the pî  
šulpu for cultivation;

10:8-9 dul-lu ~~la-pal~~ (16) iṣ gišimmaru ip-  
pu-uš=he shall perform the work of ~~la-pal~~ the date groves;

10:9-10 lib-bi ḥa-ru-ut-tum i-na-aš-ṣar= he  
shall watch over the lib-bi and ḥarûtu.

No. 99 (28)

Values.

99:10 suluppu im-mid-su i-nak-kis = he im-  
poses, by estimate, delivery of dates upon him;

Services

99:4 šeu zêru a-na amêlu NU.IŠ.SAR ú-tú a-  
na Bêl-supê-mu-ḥur id-din= he gave B. the field for planting;

99:6 dul-lum ~~la-pa-lu~~ iṣ gišimmaru ip-pu-  
uš= he shall perform the work of ~~la-pa-lu~~ the date groves;

99:7 ka-ma-ḥu-u ar-ka i-šak-kan= he shall  
put up a green kamahu (= hedge? a living hedge?)

99:7-8 lib-bi u ḥa-ru-ut-tum i-nam-ṣar= he  
shall watch over the libbi and ḥarûtu.

No. 65.

Values.

65: 6-7, 11-12, 18-19 GIŠ.BAR ša narâte inam-  
dinû'= they shall pay the rent for the canals.

65: 20-21 min-at-ti (12) ša nâru X 2 alpu 20  
LU.NITA zikru 500 kâtât kitû inamdinû'= they shall deliver the  
the quota for the canal, 2 oxen, 20 rams and 500 kâtât of linen.





Services.

65:22-23 nâru X it<sup>תבן</sup> ta-nab-ba-ku<sup>Iz pres. teusa</sup> = he shall heap up, i.e.  
dam up, the canal X.

No. 48Values.

48:I2 ina šatti ina arḫu Tišrîtu 20 gur suluppu GIŠ.BAR  
ekli šuātu i-nam-din = he shall pay per annum in the 7th. month  
20 gur of dates as rent for that field.

Services.

+ Hilpa. Introd.  
p. 39 ann. 47.

48:11b-I2a šeu zêru pî šul-pu a-na za-kip-û-tú u<sup>+</sup>-kil = he  
held the field and pî<sup>u</sup>šulpu for cultivation

48:9 šea zêru pî šul-pu a-na za-kip-û-tú kil-lu = hold the  
field and pî šulpu for cultivation.

No. 86aValues.

86a:I4-I5, 23-24 GIŠ.BAR u minâtu niddakka, resp. inandinû<sup>+</sup> =  
we will, resp. they shall, pay rent and quota.

Services

86a:II, I9 a-na hi-ru-tu narâte = for the digging of the canals.



Payment.

Payment is ~~made~~ either in money or in kind; but there are some tablets which do not designate the medium.

I. Tablets not designating the medium are:1. payment of taxes:

a. ilku 7a:1/8I:I (receipts)

b. minma ša ultu bīt šarri a-na muḫ-ḫi ekli il-la-' = whatever is due from the field to the royal palace  
2:7-8 (promise)

2. payment of GIŠ.BAR 28:I,8/79:1/80(receipts)

payment of rent in advance: GIŠ.BAR ekil-šu gam-ri ša sanâte-'a 60 ina kâtaḫ B-n-š ma-ḫir e-tir = the entire rent for his field for said 60 years he has received from B., he has been paid 48:I3b:I5a (receipt)

3. promise to pay damages (30) ul-tu[ram]-ni-[kunu] iṭ-tir-a-a-in-ni 55:I3 and the parallel passage: ul-tu ram-ni-i-[ni] ni-iṭ-tir-ka 55:20 = you shall pay me out of your own pocket, and: we will pay you out of our own pocket.



II. Tablets designating the medium in which the payment is made. Payment is made in money or kind, or money and kind:

Applied to	<u>#</u> <u>Money</u>	<u>Kind</u>	<u>#</u> <u>Money &amp; Kind</u>
1. <u>hubullu</u> = interest.	6:9/66:5/68:8	4:7/27(6)/85:I4 86:I3/	
2. <u>forfeit</u> , 2 (a-tir-ti 4I:8)	7:I9/I0:I9-20/ 32:I0-II/64:I0/ 4I:8/53:I0/57: II/99:2/I0I:I3	I0:22/99:II	
3. <u>GIŠ.BAR</u> (27)	8:1/28a:3/33:4 39:I/42:I/46:3 76:1/77:1/	1:7.I3,20,22,26/ 20:7,11/26:5/29: 9,3/30:I0,24,26/ 34:5/20/35:26/ 40:5,I4/45:I3,9/ 48:3,13a,2I/49: 4.11/49:6/52:4. 8,12/65:5,9,I4, I6,I8,2I/72:5,8/ 8a:6,I8/89:3,6/ I07:I0,I2,I4/ 52a:3,5,8/86a: I2,25/102:(I2).	I4:1/50:1-3(& amêlu šâbê)/ 59:3/61:1/78: 4/32a:1.2.
4. <u>taxes</u>	I2:1,7/39a:(1)		23:1/44:1/70:1/ 62:1/63:1/75:1/ 94:11-I2/94a: 9-I0/95:11-I2/ 99:1(nidintum sarri mahîri kasû.)



Applied to	<u>#</u> <u>Money</u>	<u>Kind</u>	<u>#</u> <u>Money &amp; Kind</u>
5. <u>imittu</u> . see Delitzsch B. A.III, 386, 1. 25		10:10/62:1/63:1/ 99:10.	
6. <u>attachment</u> nisihtu(21)		64:1-3	
<i>Text.</i> #cf. Peiser Berl. Vertr. p280 comment. to 93. Kassa-ka-lu-ú in I2:1 + 39:1/53:10/66:1/68:1/70:1/76:1/86:1 * <u>bid</u> maškânu for a pledge 62:3/63:3. Receipts, <u>not-</u> <u>titled</u>		5:1/I5:1/71:1 (ŠAG.EN)	
Promissory Notes, <u>not-</u> <u>titled.</u>	6:1-7/66:1/ 85:11, 12/86: 1, 9b-10a, 11b- I2a.		

Amount paid.

is not expressed in 7a, 28, 30, 31, 79.

Manner of payment.1. Payment in full:

a. express (gamru, gamrûtu, gamâru) 5:1/7a:1/8:1/  
23:1/39a:1/70:1/79:1/31:1/I2:1/44:1/75:1/59:5, I2/47:2/80:1/83:2/  
32:1/64:4, 8/21:6/I09:9; for ețêru and šalânu see note no.1.

b. understood in other tablets;

2. Payment in part: ina (I5)...ina libbi (I5) = of.....





thereof 55:1 and 4/47: 1 and 4/46:I and 5; ina lib-bi 43:13;  
 5 šiklu kaspu ina GIŠ.BAR ekli ša šattu 36 kam mahir istên (-  
 en) enzu ha-ba u-qi- na ša šattu 36 kam ina eli-šu = 5 shekels  
 of silver of the rent for a field for the year 36 kam the land-  
 lord has received; the goat and haba ušina for the year 36 is  
 still due from him <sup>ie. from the tenant,</sup> 42:1-5

### 3. Payment in advance:

42:I-4/46:3-5 and 47:4 and 43:3, mentioned under 2,  
 are at the same time illustrations of advance payment of the part  
 of the following year's rent.

48:13 GIŠ.BAR ekil-šu gam-ri = the entire rent for his field.

10:I6 qi-mir ekil-šu-nu denotes, I take it, advance payments  
 of a sort of earnest money, as a proof furnished by the payer of  
 his good will, in substance the same as 48:I3.

### 4. Place of payment is mentioned in:

4:6/9:5/I9:7/26a:6/31:6/35:I4, 23/40:11-12/49:4-9/51:5/56:8/58:3/  
 61:8/64:5/68:6/72:7/73:6/86a:I5, 23/88:I0, I3/89:3/91:4/93:7/97:4/  
 98:4/I00:4/I03:4/I04:5/I05:5.

Note. 35:14, 23 and 40:12 ina eli maš-kat-tum (3t).



SUBJECT - MATTER



I. Letting of properties

are divided into three classes:

1. Lease of real estate,
2. Hire of personal property,
3. Lease of real estate and Hire of personal property.

Ad 1. Contracts for the lease of real estate are:

3, 7, 16, 25, 40, 45, 48, 54, 60, 67, 72, 102, 107.

Ad 2. Contracts for the hire of personal property<sup>t</sup> are:

1, 20, 40, 52a, 69, 109.

Ad 3. Contracts for the hire of personal property and lease of real estate are:

26, 29, 30, 34, 35, 49, 65, 88, 86a.



1. Lease of Real Estate Contracts

a. Description of Real Estate:

α. Farm-lands:

šeu zêru pî šul-ou bît rêti (3) šaēkli 3:6-7/ šeu zêru pî šul-ou  
40:3/102:1,3,4,5/ šeu zêru zikpu u pî šulpu 72:1/ šeu zêru zaķpu  
u pî šulpu iš kaštu ša N. N. 107:1,3,4,5,6,7 šeu zêru gi-iz-zi-  
e-ti (3a) ibid 2, gi-iz-zi-e-tu and (napħar 7 iš kaštu) gi-zi-  
tu ibid 8;

β. mê = water:

mê ina gi-bit-tu ša šarri = the water in the royal domain 7:6-7,  
14-16a;

mê ul-tu nâru Bêl nâri-ka mê ul-tu Nâru Sin ina [šî' (31)] =  
the water <sup>which</sup> (from thy canal Bêl, the water from the canal Sin <sup>comes</sup>)  
16:4-5,9-10a: (32)

γ. farm land and canals:

nâru Ša-urâte u šeu zêru bît (3c) ešrû(-û) bît rit (3)-ti-ša  
ina muḫ-ḫi nâru šiatu u šeu zêru ša šu-mêlu ša nâru Mi-li-du u  
3 ta lugal.kam.me (3d) plur. ša ina imru ša nâru Mi-li-du e-lat  
šeu zêru ša mê ul-tu nâru Bêl i-šat-tu-û = the canal Ša-Urâte and  
the field of the bît ešrû (3c) and the bît rêti, situated on that  
canal, and the field on the left bank of the M. and besides the field  
which drinks the water from the canal Bêl, and 3 lugal.kam. me  
plur. which are situated on the right bank of the canal 45:8-12,  
18-22.





nâru amêlu Šanû(-û) imnu u šumêlu ašar mê-šu il-la-ku' (left o  
in lines 7-8) u šeu zêrê gab-bi ša ina muh-ḫi-šu ina immu ša nâru  
Nam-ga-[ru-ḫur-Bêl] = the canal Šanû, right and left bank, where  
its water goes, and all the fields situated on it, i.e. the canal,  
on the right bank of the canal N. 52:2-4, 7-8.

nâru Di-ra-a-tun imnu u šumêlu a-šar mê-šu il-la-ku-' bît  
rit-ti(3) u bît maš-ka-na-ti(3e)ša inalib-bi e-lat us-ba-ri (23)  
ša šarri = the canal Dirâtum, right and left bank, where its wa-  
ter flows, the bît rêti and bît maškânâti which are on the pre-  
mises, in addition the usbâri for the king 67:2-4, 6-8.

#### d. Rural and Urban Property:

šeu zêru-û-a zaḫ-pu u pî šul-pu u šeu zêru zaḫ-pu u pî  
šul-pu ša aḫ abi-ia mi-ta-nu-û ù bîtât šu-bat ali ša ina alu  
Ga-li-ia = my planted field and pî-šulpu and the planted field  
and pîšulpu of my father's deceased brother and the town dwell-  
ing houses in Galiâ 48:2b-4.

g. bît kâri (24) 54:1

#### b. Term or time for which lease is given.

3 days per month 7:6, 7, 15

3 years 25:11/40:5/45:13, 23/52:4, 13/72:3/



5 years 102:9/107:10

60 " 48:8,12,20 also 15.

The term is not stated in 16.

c. GIS.BAR = Rent.

is specified, also the time when it is to be paid, and sometimes the place where it is to be paid.

α. amount specified

16:10-11	4 ū[ ] B. itti-šu-nu ik-kal = 4 cubits of[ ] B. will have as usufruct with them
25:12	200 gur ŠE.BAR.
40:7,10	100 gur ŠE.BAR.
45:14,24,26.	700 gur ŠE.BAR.
52:4b-6,11	800 gur ŠAG.EN.
54:3	2 gur ŠE.BAR.
48:8,11,12	20 gur sušuppu
67:5,9	800 gur ŠAG.EN
102:11-13	mirma ma-la ina šeu zêru pl. šuatumu il-la-' a-na[ ] gur šeu zêru 1 gur[ ] a-na N.N. i-nam-din = of all that grows upon said fields the tenant shall give to the owner 1 gur[ ] [ ] for [X] gur of cultivated land.
107:10	5 ma-na kaspu

β. time when rent is paid.

αα, annually in the 2nd. month 16:10/25:12/40:6,10/45:26/52:4,9/  
67:8/



bb, annually in the 7th. month 48:12

cc, every 6 months: ina šatti ina arhu Airu ŠE.BAR-<sup>5</sup>a 5  
gur ù ina arhu Tišrîtu suluppu-'a 20 gur 72:5-6; *(the reason is evident)*.

dd, monthly: arha 30 ka ŠE.BAR ina-an-din = he shall pay  
30 ka ŠE.BAR per month 54:9.

*γ. Place where rent is to be paid stated.*

72:7 ina alu N.H.

40:11-12 ina eli maš-kat-tum(30).

d. Other duties of tenant mentioned:

α. If any repairs are needed the tenant must make them at his own expense : ūru(ru) i-ša-an-nu a-sur-ri  
bît I M i-šak-kan (24)=the tenant shall repair the fence, he shall  
put up the wall of the house 54:5b-7a.

β. The tenant has to pay the rent in advance to show his good faith: GIŠ.BAR eḫil-šu gam-ri ša šanâte  
-' 60 Ba-ga-'-mi-i-ri ina kâtaḫ B-neš ma-ḫir 'e-ṭir = the land-  
lord has received from the tenant the entire rent (earnest money)  
for his field for said 60 years, he has been paid 48:13b-15a.

γ. The tenant has to cultivate the farm-  
land: šeu zêru pî šul-pu a-na za-ḫip-ù-tú 48:9a, 11b, 12a.

e. Contingencies

growing out of the contract:

α. On the part of the tenant:

ina ūmu adî (25) lâ adanni-šunu nê ildudu-' 5 mana kaspu ša lâ  
dîni i-nam-di-nu'-when the tenants have not drawn (il-du-du) the  
water at the stipulated time, they shall pay 5 mana of silver  
without protest 7:18-19:



β. on the part of the landlord.

ina ūmu(mu) a-di (25) lā šanāte-la 60 i-šal-lim-u' u šeu zêru  
 šuatu Ba-ga-'mi-i-ri a-na B-n-šik-ki-~~mu~~ ku-um dul-lu ša ina  
 lib-bi i-pu-šu u zik-pu ša ina lib-bi iz-ku-pu l bilat kaspu  
 Ba-ga-'mi-i-ri a-na B-n-š i-nam-din = when said 60 years are  
 not yet completed and the lessor seizes upon the property held  
 by the tenant, the lessor shall pay to the tenant 1 talent  
 of silver for the work which he has done on the premises and  
 for the planting which he has performed on the premises: 48:15-18a.

#### f. Contingencies

growing out of the validity of the title of the owner of the es-  
tate: ina ūmu(mu) pa-kā-ru ina muh-hi šeu zêru šuatu it-taš-šu-ū  
 Ba-ga-'mi-i-ri šeu zêru šuatu ū-mar-raḫ-am-ma (14) a-na B-n-š-  
 i-nam-din = when ~~people make~~ <sup>an individual</sup> a claim upon said field, the land-  
 lord shall redeem said field paying for B-n-š, the tenant 48:18-19





## 2. Hire of Personal Property. Contracts.

### a. Description of properties:

α. šeu gab.mu 109:4

β. <sup>+</sup>šênu (26) 1:6, 19, 14, 24/24:2, 8/ <sup>+ see note in "Notes" 26, 9 bottom</sup>

γ. alpu lîtu ša-li-in(26)-du = a black cow 20:1/

δ. alpu anûtišunu = oxen with their gear 52a:5/  
89:2-3/

ε. suluppu MU.DIN, i.e. karânu, nam-zi-tum, nam-  
ha-ri, 2 amêlu a-gar, had.sar = dates, wine, two kinds of vessels,  
two servants and hadsar-grain 43:3-5

### b. Time for which hire lasts

α. 3 years 52a:3.6/89:3.9

β. not stated 1/20/24/43.

### c. The GIŠ.BAR or hire

is always specified, also the time when it is to be paid, and  
once the place where it is to be paid:

#### α. the amount is specified

1:7a-10a, 10b, 12, 20b-22: 66.2(?) ta kâtât šal(?) - lit(26) - tu I 1/2  
ma.na šupâtu pîšâtu(26) gi-iz-za<sup>ag</sup>-zu istên(-en) šal(?) - lit-tu 2/3  
ma.na šupât enzu gi-iz-za-az-zu 100 du-na-tu 1 ka hi-me-tu =  
66.2(?) kâtâte of šalittu, I 1/2 mana of white fleece gizazu  
I (kâtû) of šalittu and 2/3 mana of goat-hair gizazu, 100 dumat  
and/ka of butter;

20:4, resp 6,

10 gur ŠE.BAR, resp 10 gur ŠE.BAR

GIŠ.BAR

43:7.12

100 karpatu dammu šikaru reštû ma-  
lu-û (7) tâbu = 100 dammu of first class. old. good wine.



52a:4,6

10 gur ŠE.BAR

89:4,7

150 gur ŠE.BAR

109:5.7,8

300 iššûr mē rabû(-u)u kut-tin-ni=

300 large and small water birds;

β. time when GIS.BAR is to be paid:

aa, annually 1:23/20:6/52a:3.6;

bb, annually in the 2nd. month 89:7;

cc, within two months after the day on which the contract was made: 109:8b-9.

The contract was made on the 17th. day of the 11th. month of the year 41, and adi ūmi 15 kam ša arḫu Nisānu igamar-ūma inamdinû' = and on or before the 15th. day of the 1st. month, scil. of the year 42, they shall pay in full.

γ. Place where GIS.BAR is to be paid is mentioned in 89:8

d. Other duties of the hired specially mentioned: (18)

bu-ud ré-i-tum su-ud-du-du u maššarat ši-en šuatu na-ši 1:25  
or bu-ud su-ud-du-du ri-'-i-ti u maššarti ša alpu lîtu šiatu  
na-ši 20:8b-11a = he is responsible for the pasturing, careful  
attention and safe keeping of said flocks, resp. said cow.

e. A second distinct contract is contained in

1:14b, resp. 24b : ina šatti ana 100 ši-en 10 si-en mi-kit-tu  
(?) mu-un-na-' a-na ištên(en)mašku(?) mi-kit-tu(?) ištên(en)mašku  
(?) 2 1/2 šiklu 1 R(?) lud-dak-ka, resp. u-man-na-aš-šu.....  
ina-an-din.



### 3. Lease of real estate and hire of personal property.

#### Contracts.

##### a. Description of property:

+ Hilpa. Intr. p. 40,  
ann. 4.2  
° ibid. 4.3

Farm(3) land, pumping<sup>+</sup> and apparatus, seed-corn(34)

26:2-3, 10;

# Hilpa. Intr. p. 38  
ann. 8, 42

Farm<sup>#</sup> land, pumping apparatus, canal, seed corn(34)

29:3-6, 18-19/ 30:3-10, 18:

\* Hilpa. Intr. p. 40 ann. 42  
um-man-nu 49:2, 6/65:4, 8||  
86:2:9, 17

Canal, cattle with gear, seed(34) corn 65:12-14, 2-4;

um-man-ni 52:2||88:4||  
89:2||108:2  
um-nu 35:7

Farm land, cattle with gear, seed(34) corn 88:11-12,

2-5;

Farm land, cattle, seed corn(34) 34:2-5.11-13/

86a:2-12, 16-19.

Farm land, cattle and seed corn(34), canal 35:

6-10, 16-17.

##### b. Time for which lease and hire last

α. 1 year 65:5

β. 3 years 26:5/29:9, 24/30:11, 25/34:6, 19/35:11/

88:6/

##### c. GIŠ.BAR = rent plus hire

is specified, also the time when it is to be paid, and sometimes the place where it is to be paid.

##### α. amount of GIŠ.BAR specified.

26:8, 11	150 gur ŠAG.EN
29:15, 21	1015 gur ŠAG.EN ku-ū-su gu-na-ti
30:16, 23	1700 gur ŠAG.EN ku-ū-su u gu-mat
54:9, 17	100 gur ŠAG. II
55:14, 22	255 gur ŠAG.EN





57.

65:6.15

$$\left. \begin{array}{l} 2055 \text{ gur } \check{\text{SAG}}.\text{EN} \\ 3005 \text{ " " " } \end{array} \right\} = 5010 \text{ gur } \check{\text{SAG}}.\text{EN} \quad 65:18$$

65:11, 17

3005 " " " } - 3010 9th St. E.  
65:18

86a:I4, 2I-22

2700 " " " 4 gur pit-ni-e

1 gur U.ŠAG.EN.SAR 18 gur šûnu 8 gur ŠE.ŠUM.SAR.DI 90 gur HAD.SAR

88:8-9. I4-I5

I50 gur ŠAG.EN 30 ka ŠE.LIL.LI.SAR

18 ka ŠE.Ú.ŠAG.EN.SAR      à      5 gur (omitted in 1.15) 𒀭𒄀𒀭

3. Time when GIŠ.BAR is to be paid

aa, annually 2nd. month:

26:I0/34:I4/35:I2/65:I4/86;I2,20/88:7,I3

bb, annually 3rd. month:

29:10, 31/30:25;

g. Place where GIS.BAR is to be paid

35:I4 (ina eli maš-kat-tum) / 86a:I5, 23 / 88:I0, I6

d . Other duties to be performed by the tenant:

$\alpha$ . he has to give value:

min-át-(IS)-ti ša nâru B. u N. 2 albu 20 LU.NITA

(26) zikar 500 kâtât kitû inandinû = the tenants shall give the quota for the canals B. and N., 2 oxen, 20 rams and 500 kâtâte of linên 65:20-21;

min-át-tum 1/2 alpu 15 zikar (26) u 2500 kâtâte ša  
kitû inamdinû = the tenants shall give the quota of 1 ox and

I5 rams and ~~and~~ 2500 kâ<sup>t</sup>âtê of linen 86a:I5.25-24:  
 " "

*literally;  
that of the  
contract* ina šatti ša di-bi Bêl-n-š im-mid = the landlord i poses

the terms per year 26:I3b-I4

- β. the tenant has to perform services:

nâru it-ta-nab-ba-ku = he shall dam up (W<sub>I</sub>) the canal





65:22-23; cf. Weisner Alt-bab-Priv.-Recht n.I43.corm. 77 1.8:

the tenant has to dig canals . but is paid for his work:  
he receives a certain amount of grain and *pirûti nîrâte* = for  
digging the canals 86a:II,19.

e. Contingencies

alpu ša ina lib-bi i-mut-ti i- zaḫ-ḫap = the tenant shall re-  
place an ox that dies on the premises 29:22-23/30:26;

alpu ša ina lib-bi i-mut-tú ultu ram-ni-šu ú-šal-lam = the  
tenant shall pay for the ox that dies on the premises 26:12-13



## II. Bailment.

### 1. bailment of lifeless objects (27).

2 ta bît mimma nikasu ú-di-e amêlu nangari u ú-di-e amêlu pa-ha-ri a-na Ha-nun ip-ki-d = he intrusted to Hanun, two houses with all kinds of property, carpenter's and potter's tools 87:7-8a.

#### a. Bailee's duty to return the property stated:

Ú-ta-ri-ma Ha-nun nikasu šuatu a-na Erba-Bêl i-nam-din = Hanun shall return said property to Erba-Bêl 87:9b-10

#### b. Time when it is to be returned stated:

ina ûmu(mu) Erba-Bêl a-na ali i-ka-aš-ši-du = when Erba-Bêl arrives in town 87:8-9

#### c. To whom it is to be returned stated:

a-na Erba-Bêl = to Erba-Bêl 87:10.

Note. The bailee has received the property from the broker Rimûtninib 87:6 who acts as bailor in the place of Erba-Bêl, the apparent owner; see "Agency".

#### d. Liability of Bailee:

The contract contains nothing express.

### 2. bailment of a person: cf Hilbr. introd. p31, no.2

B-n-š Ni-din-tum-Bêl ša ina bît ki-lu sab-ti ina pâni-šu un-daš-šir = Bel-n-š released Ni-dintum-Bêl, who is held in prison, to him, i.e. to the bailee 573-9a.

a. bailee's duty to return the person not expressly stated

b. Time when is to be returned not expressly stated



c. To whom he is to be returned not expressly stated

d. Liability of bailee:

bu-ud-su (I5) lu-uš ša ultu Nippur ki a-na a-šar  
ša-na~~m~~-ma lâ il-la-ku = I will be his voucher that he shall not  
go from Nippur to another place 57:5-6 and

ina ūmu(mu) Ni-din-tum-Bêl ultu Nippur a-na a-šar  
ša-na~~m~~-ma it-ta-lak-ku ša lâ dīnā u ra-ga-mu Bêl-aḫ-iddina IO  
ma.na kaspu a-na B-n-š ina-a~~n~~-din = when Nidintum-Bêl goes from  
Nippur to another place, Bêl-aḫ-iddina, the bailee, shall pay  
IO mana of silver to Bêl-n-š without protest 57:9b-I3, i.e. re-  
nouncing his right to sue or claim.

Note. It will be noticed that bailment is a de-  
posit or a simple delivery of goods or persons to be kept and  
returned without recompense. This feature, namely, that the  
keeping is gratuitous, distinguishes bailment from the class of  
contracts treated under I "Letting of properties."

But this feature would seem to indicate that the  
contract is a contract without consideration. It must be re-  
membered, however, that the property is actually delivered and  
accepted, and the acceptance, coupled with the trust (ip-kid  
he entrusted 87:8) is a sufficient consideration, and the con-  
tract is valid.



### III. Promissory Notes.

1. abstract notes, cf. Kohler by Peiser B V pr. XXXIII ff., without causa debendi:

a. promises to pay money: 6/66/85/86/68/

b. " " " kind : 3a/4/2I/27/5I/53/56/58/78/9/  
I7/I7a/I9/22/26a/3I/36/37/38/9I/92/95/94/94a/95/96/97/98/I00/  
I04/I05/

2. titled notes, stating the causa debendi:

a. taxes: mirma ša ul-tu bît šarri a-na muḫ-ḫi ekli zittu mi-šil Aḫu-šu-nu, il-la-' = all that is due from the field, the half share of Aḫu-šunu, to the royal palace 2:6b-7:

b. GIŠ.BAR = rent 6I:7/78:4

c. imittu ekli = impost for a field 62:1/63:1 (bîd maš-ka-nu ša N.N = which is pledged to the creditor 62:3/63:3)

d. nisiḫtu (2I) = seizure, attachment: suluppu ma-la ina ni-si-iḫ-tum ša Bêl-n-š ina šattu 38 kam ina muḫ-ḫi Ši-da-' na-as-ḫu = all the dates which have been attached by attachment of B. in the year 38 versus Sida' 64:I-2.

3. Interest bearing notes:

a.. note in which the payment of interest is provided for in the contract: ūmu(-mu) ma-la kaspu-'a ina pâni-šu arḫa ina muḫ 1 ma.na 2(šiklu) kaspu ḫu-bullu ina muḫ-ḫi i-nam-din = as long as said money is at his, i.e. the borrowers, disposal, he shall pay permonth two shekels of silver as interest, charged against him, upon 1 mana 66:4-6a





b. Notes containing debts that become due at a certain date and remain unpaid:

a-na a-dan-ni-šu (20) suluppu-fa. 60 gur lâ id-dan-nu ina arĝu Šabātu ša šattu 22 kam I20 gur suluppu[i-na] is ka-ba-ru i-nam-din = if the debtor does not deliver said 60 gur of dates at the stipulated time, then he shall deliver I20 gur of dates in the 11th. month of the year 22, according to the kaba-ru-measure 4:6b-9;

a-na a-dan-ni-šu (20) lâ id-dan-nu arĝa ina muĝ-ĥi 1 ma-ni-e 2 šiklu kaspu ĥu-bul-lum i-nam-din = if the debtor does not pay at the stipulated time, he shall pay per month two shekels of silver of interest on 1 mana 6:7b-9;

[a-na a-dan-ni-šu] (20) še.bar-fa I00 gur lâ [id-dan-nu] ina arĝu Airu ša šattu 32 kam [X gur še.bar i-nam-din] = if the debtor does not [deliver] said I00 gur of še.bar [at the stipulated time], he [shall deliver X gur of še.bar] in the 2nd. month of the year 32. 27:[4b-6];

a-na a-dan-ni-šu-[nu] (20) kaspu-fa 3 ma.na I0 šiklu u la-mi-šu la id-dan-nu 6 ma.na kaspu ūmu 22 kam ša arĝu Nisānu šattu 3I kam i-nam-din-[u'] = if the debtors do not pay three mana I0 šiklu of silver and la-mi-šu, they shall pay 6 mana of silver on the 22 day of the 1st. month of the year 3I 85:I2-I5a/86:10b-I4a

The rate of interest per month is  
50 % in tablet 4; 3 1/3 % in 6 and 66.

4. notes coupled with a collateral contract: namely guaranty and suretyship, or granting of a mortgage, or both



## guaranty and mortgage

a. notes with guaranty and suretyship:

α. 53:10b-I4

β. mutual 56:9-I0/58:9-I0/85:15-I6/

86:14-I5/

b. notes with mortgage clause:

9:6-II/I9:8-I2/22:6-II/26a:7-II/36:7b-I0/37:6b-9/38:6b-9/68:8-9/  
f.e./91:5-9/92:6b-I0/93:8b-I2/94a:5b-9a/97:5-9/98:4b-8/I00:5b-I0/  
I05:5-I0/I04:6-9/I05:6-9;

c. notes with both mutual guaranty and mortgage:

I7:11b-I2 and 6-11a/I7a:9 and 16-I4/51:6b-7 and 8-11/94:13b-I4  
and 7-I0a/95:13 and 7-10a/96:13 and 7-10a.

Guaranty and suretyship.

α. The debtors wife, two brothers and brother-in-law agree to be answerable for the debt or default of the debtor: bu-ud (I3) e-ṭir ša kaspu<sup>1</sup>a I2 ma.na Ninib-aḥ-iddina Erba-Bêl u Bêl-aḥ-iddina Amat-Bêlit na-šû-u=N.,E and B and Amat-Bêlit are responsible for the payment of I2 mana of silver 53:10b-I4.

β. mutual guaranty. Two or more debtors agree that they will be answerable for one another's debt: išteṇbûd šanî ana eṭêr našû ša kirib itṭir = one is responsible for the other that he pay the loan 56:9-I0/58:9-I0/85:15-I6/86:14-I5/I7:11-I2/ I7a:9/51:6-7/94:13-I4/95:13/96:15.

Mortgage.

α. The debtor pledges his real property to the creditor



for the payment of the debt: še'u zêru ša debtor maškânu( for the debt) ina pân the creditor = the field of the debtor is pledge (for the debt) at the disposal of the creditor 9:6-8 17:6-9a/17a:10-12/19:8-10/22:6-9a/26a:7-9a/31:8-9/36:7b-9a/37:6b-8a/38:6b-9a/68: [12f.e - 11f.e]/91:5-7a/92:6b-8/93:8b-10a/94:7-9a/94a:5b-7/95:7-8/96:7-9a/97:5-7a/98:4 end - 6a/100:5b-7/ 103:5-7/104:6-7/105:6-7/;

β. The mortgage is always first mortgage:  
amêlu rašû šanamma ana muhhi ul išalaṭ = no other creditor shall have power over it, i.e. the mortgaged property, 9:9-10/17:9-10/ 19:10-12/22:9-10/31:10-11/36:9-10/37:8-9/38:8-9/68:10f.e. - 9 f.e./ 91:6-8/92:9-10/93:8-10/94:9-10/94a:7-9/95:9-10/96:9-10/97:7-9/ 98:6-8/100:8-10/103:7-10/104:7-9/105:8-9/17a:13-14/26a:9-11/;

γ. upon the payment of the debt, but not until then, the mortgage becomes void: adî(muhhi) the creditor amêlu rašûsu (I) inniṭir (I) = until the creditor's claim has been paid 9:10-11/ 17:10-11/17a:14/19:11-12/22:10b-11/68:10 f.e. - 9 f.e./92:9b-10/ 93:12/94:10/94a:8-9a/95:9b-10/96:10/97:8-9/98:7-8/100:9-10/103:9-10;

rašûsu is omitted (!) in 31:10b-11; instead of inniṭir the verb išalim(I) is used in 91:9/104:9/105:9/. The phrase is omitted in 36/37 and 38.

δ. Taxes due from the mortgaged property or the mortgagor have to be paid by the mortgagor: suluppu šîm kaspu ša ana ilki kîme ša šarri bâra (10) u mirma nadanâta ina muhhišunu u iṣ kaš-ti (3f) -šunu inandinû = dates, money-payment which are due from



the mortgagees or their kaštu for tax. flour for the king and  
all kinds of gifts, the mortgagees shall pay 94:11-14/94a:9-  
11/95:9b-12/96:11-12/





IV. Contract for the Hire of Service. (28)

There are three contracts of this class, IO, 99, IOI.  
They are contracts to do farm work.

1. Parties of the contracts:a. Hire IO:2-3/99:4/IOI:4;b. Hired IO:6/99:5/IOI:6b-7a2. Descriptions of the duties to be performed by the hired:a. Rendering of services

α. generally: šeu zêru zak-pu a-na amêlu  
NU.I.S.SAR-ú-tú pî šul-pu a-na ir-ri-šu-tú = the planted field  
for gardening and the pî-šulpu for cultivation IO:4b-5;

šeu zêru šuatu a-na amêlu NU.IS.SAR-ú-tu = that field for  
gardening 99:4/ IOI:5/;

## β. specialized:

dul-lu la-pal, resp. la-pa-lu iṣ gišimmaru ip-pu-uš = the  
hired shall perform the ~~la-pal~~ of the palms IO:8b-9a/99:6b/IOI:9;

lib-bi ha-ru-ut-tum i-na-aṣ-sar = he shall watch over the  
premises (? Delitzsch B.A.III p.386, 1.18) and the harûtu IO:9/  
99:7b-8a/IOI:8;

ka-mahu-<sup>(= fence?)</sup>u ar-ka ina lib-bi i-ṣak-kan = he shall put a green  
kamaḥu on the premises 99:7;

a-ṣa-atu ina lib-bi i-har-ri (I7,28) 99:8/resp. u-še-iṣ-šu-ú  
he shall dig, resp. they shall cause to come out, let out, run-  
lets (?)



b. Paying of values:α. earnest:- (28) money:

5 šiklu kaspu gi-mir ekli-šu-nu ša 3 ta šanâte ina kâta~~i~~  
 Mu-še-zib mah-ru = the hirers have received 5 shekels of silver  
 earnest money for their field for 3 years from Mažêzib 10:16-17;

β. imittu: (28)

imittu ša suluppu im-mid-du-uš = the hirers impose upon him  
 i.e. the hired, the imittu of dates, i.e. the delivery of a cer-  
 tain impost of dates 10:10/

suluppu ina muh-~~hi~~ man-ga-ga im-mid-su-ma i- nak-kis = the  
 hirer imposes by an estimate ( nakâsu = to cut, to estimate) the  
 delivery of dates upon ~~him~~ i.e. the hired, in addition to the man-  
 gaga 99:10

γ. tax: ni-din-tum šarri ma-~~hi~~-ri kaspu =  
 gift for the king (and) money payment 99:1.

3. Description of the recompensation to be received  
 by the hired, and what it is received for:

ki-i imittu ta-ta-aš-ši-iz 3 gur suluppa sis-sin  
 (in) a-na Mu-še-zib i-~~nam~~-di-nu' = if the imittu, that is the im-  
 post of dates, has been put up, the hirers will pay 3 gur of dates  
 sissinnu to the hired 10:11:13;

mirma ma-la ~~la-pa-lu~~ iṣ gišimmaru ip-pu-uš (16,28) a-na sîn  
 ..... ik-kal u zittu eklu ia-anu = whatever of the ~~la-pa-lu~~ of  
 the dates he performs, he shall enjoy according to ..... price  
 and shall not have to share the field (-produce). 99:8b-9.



4. Time for which contract is made:

3 years IO:I4-I5/99:5/IOI:6:

5. Contingencies:

Paying of forfeits for failure to carry out the contract or some one condition of it:

a. affecting either party, hirer and hired:

nabal-kat-ta-nu I/2 ma.na kaspu i-nam-din = whoever breaks the contract has to pay I/2 ma.na of silver IO:I9b-20a:

b. affecting only one party, the hired:

ki-i lib-bi ha-ru-ut-tum lâ it-ta-sar (23) dul-lu la-pal (I6-28) iṣ gišimmaru lâ i-te-ip-šu suluppu-ja 3 gur sis-sin-(in) ul i-nam-din-u' = if the hired does not watch over the premises and the harûtu, and the work of ~~la-pal~~ the dates does not perform, the hirers will not pay said 3 gur of dates and sissinnu IO:20b-22;

ina ûmu(-mu) zaḡ-pa lâ it-ta-ši-iz sis-si-in a-di-i anêlu uš.sa.du-meš (25) i-nam-di-šu = when the planting has not been attended to, (literally : has not stood up, said of the trees) the hired shall pay him, i.e. the hirer. the sissin together with theimittu (?) 99:IOb-11:

ina ûmu(-mu) dullum la-pa-lu (I6,28) iṣ gišimmaru lâ i-te-ip-ču I/2 bilat kaspu ša lâ dîni inandin(-in) = if the hired does not perform the work of la-pa-lu the dates, he shall pay I/2 talent of silver without the right to protest 99:I2-I3.

ina ûmu(-mu) dul-lu la-pal iṣ gišimmaru la i-te-ip-šu-u a-



68. sa-a-tu l<sup>u</sup> ul-te-su-u<sup>u</sup> lib-bi u ha-ru-ut-tu l<sup>u</sup> it-ta-sar-u'1 ma.na  
 kaspu ina-an-din-u-' = if the hirers do not perform the work  
 of ~~ia-pal~~ <sup>anah</sup> the dates, <sup>har</sup> do not dig the runlets (?) and do not  
 watch over the premises(?) and the harûtu, they shall pay 1/2  
 mana of silver IOI:IOb-I4





V. Releases or Quit claims (29)

Contracts to relinquish all rights and claims in some property  
32,39,69.

a. Description of property which is released:

1. Real Estate: šeu zêru zik-pu u pî šul-  
pu 32:2

2. Personal property:

α. money 39:1

β. kind: nikasu u ú-di-e bît 69:4

b. Parties

1. releaser or person who gives the release  
32:6,12/39:5,A/69:10a,12,L.E.

2. releasee, or person to whom release is  
given 32:9/ Balâtu rep. by B-n-š 39:6/69:10 end-11,13.

c. Class of claims to be relinquished

1. the property is due to the rel<sup>2</sup>aser as  
GIŠ.BAR ekli=rent for a field 39:1,5:

2. The property, as appears from the history  
of the case, has been formerly in the possession of the releaser  
but had been taken away from him: amêlu mârê bîti-ka amêlu a-  
lik na-aš-par-ti-ka u amêlu ardâni-ka it-ti Zab-di-ia ahi-ia u  
Bêl-i<sup>2</sup>-dan-nu mârî-šu a-na bîti-ia [<sup>\*</sup>ki-i] i-ru-bu-' nikas-ia u  
ú-di-e bîti-ia it-ta-šu-[i]=after thy mârê bîti, thy messengers  
and thy slaves entered my house they took away my property and  
the fixtures of my house 69:2b-4.

\* see Hilpr. Introd. p.32 - as to the position of ki see Delitzsch AG §148



d. Relinquishment of rights and claims

ul (i-)itûr<sup>n</sup>-ma (29) the releaser ana muḡ-ḡi  
the property itti - releasee ul i-dib-bu-ub 32:6b-8a/39:5-6/=  
The releaser shall not turn and sue the releasee with reference to  
the property;

ul(i-) itûr<sup>n</sup>-ru-ma the releaser u mârê-šu a-na  
muḡ-ḡi nikasu šuatu itti the releasee a-na ūmu(-mu) ṣa-a-tu ul  
i-rag-gu-mu (I, 29) = the releaser and his sons shall not turn and  
make a claim upon said property against the releasee for ever.  
69:I2-I4/

and

mirma dîni u ra-ga-mu ša N.N., the releaser,  
ana muḡ-ḡi the property itti the releasee a-na ūm ṣa-a-tu ia-a-  
nu 32:I2-I4

dîni u ra-ga-mu ša the releaser u mârê-šu a-  
na muḡ-ḡi nikasu šuatu it-ti the releasees a-na ūmu(-mu) ṣa-a-tu  
69:9b-11, that is

The releaser resp. the releaser and his sons  
shall have no right and no claim upon said property against  
the releasees .

Note 1. dînu = right, claim, legal; ragâmu =  
claim alleged. Dînu is the narrower of the two terms.

Note 2. claims are inheritable.

d. Contingencies

Contingency referring to payment of forfeit:

ina ūmu(-mu) the releaser ana muḡ-ḡi šeu



zêru šuatu a-na Ba-la-tu man-nu ša-nam-na ul-te-mi-di 1/2  
 mana kaspu the releaser a-na Bêl-n-š i-man-din = when the re-  
 leaser causes any body else to stand up against said field to  
 the disadvantage of Balâtu, the releaser shall pay 1/2 mana of  
 silver to B-n-s.



VI. Contract for a payment of forfeit(e-ṭir-ti 1.7)4I.

A person engages to pay a stipulated amount of money for failure to keep a promise. We distinguish the principal contract containing this promise and the contract for the payment of the forfeit.

1. The principal contract containing the positive promise: [un-ku] ša tam-lu-ú-ša bar-ra-ak-tum ša ina hurāši šak-na-at a-di 20 šanāte ša lâ ma-ka-at ša ba-ar-ra-ak-tum ultu un-ku ša hurāši na-ša-ni-as to the ring whose filling is an emerald which is set in gold, we guarantee that the emerald shall not fall out of the ring of gold for 20 years 4I:4-6a

2. The agreement to pay the forfeit:

ina ūmu(-mu) makāt ba-ar-ra-ak-tum ultu un-ku ša hurāši a-di lâ 20 šanāte e-ṭir-ti 10 ma.na kaspu Bêl-aḥ-iddina Bêl-šu-nu u Ḥa-tin a-na B-n-š i-nam-din-u-'= when the emerald falls out of the ring of gold before the 20 years, Bêl-aḥ-iddina, Bêl-šunu and Ḥatin shall pay a forfeit of 10 mana of silver to B-n-s

See Hilpkecht introd. p.30 translit, translat, annot





VII. Contract for the payment of damages (30), cf. W.

1. principal contract containing a promise:

bâb nârâte-i-ni ù mi-ša-aḥ ṣa ina mu-ša-ni-tum  
 ṣa nâru Sin nu-pa-ta-an u nu-da-na-nu ṣa lâ i-bat-tak-u-' = we  
 will strengthen and fortify the gates of our canal and dam(?)  
 which are in the mušānîtum of the Sin 55:I5b-I7 so that no  
 breach is made.

2. agreement to pay damages

a. nature of damage:

ina ūmu(-mu) bît-ka ina lib-bi ib-ât-ka ù  
 ṣeu zêrê-ia ù ṣeu zêrê bît giš.bar ṣa Aḥu-li-ti-ia ut-tab-bu-ù =  
 when a breach is made on the premises and my seed corn and the  
 seed<sup>corn</sup> of the bît Giš.Bar of Aḥu-litia are carried off 55:9b-11;  
 or the parallel passage:

ina ūmu(mu) bît-ka ina lib-bi it-tap-su-ù =  
 when ~~they make~~ a breach on the premises <sup>occurs</sup> 55:18.

b. recompensation for the loss:

ul-tu[ram]-ni-[ku-nu] iṭ-ṭir-a-a-in-ni = you  
 will have to pay me out of your own money for all the seed corn  
 which is destroyed and perishes 55:I2.

or the parallel passage ul-tu ram-ni-i-[ni] ni-  
 iṭ-ṭir-ka = we will pay thee out of our own money 55:20.



2. NOTES .



1.

Mahir etir = he has received, he has been paid in full;  
it occurs in 11:4//12:10//13:6//14:10//15:6//18:6//23:16//32a:5//  
33:5//39:4//39a:6//44:19//46:5//47:7//48:15//59:9//66a:9//70:9//  
71:5//74:14//75:8//76:8//77:7//79:10//80:10//82:15//83:11//84:9//  
106:10.

Mahir only in 8:16//11:10//15:17//28:7//42:4//47:10//  
50:(8)//73:7//81:6//7a:5//28a:8//66a:12.

Difference between mahâru and mahâru etêru:

Mahâru = to receive goods delivered, to give a receipt for value paid.

Etêru = to pay in full, to liquidate a debt.

Hence Mahir etir denotes that the recipient has given a receipt for value paid, and has acknowledged that the debt has thereby been liquidated.

Etêru = to pay, Meissner A B P p. 101, is an inadequate translation. Its meaning to pay in full, to liquidate a debt is confirmed by the fact that nêțuru is used as synonym for șalâmu, see below; cf. also e-țir-ti = indemnity 41:7, and etêru 26:13//55:20.

When mahir etir is used in contracts for partial payments, f. i. 33:4-5, the liquidation, of course, refers only to the sum



actually paid.

Etir, is prm. II with passive meaning.

The verb ețêru occurs in the IV 1 form nêțuru = to be paid, to be liquidated, namely:

in-ni-di-ir 17:11//94:10//94a:9//95:10//96:10//26a:11//,  
in-ni-dir 17a:14// (for absence of the relative vowel see Tall-  
 quist Sprache der Contracte *Nat.* p. 27); in-ni-di-ru 19:12//22:11;  
in-ni-țir-ru 31:11//68:(9f.e.)//100:10; in-id-ri 93:12; in-ni-  
di-ru 97:9//98:8//103:10; innițirru, i. e. KAR (-ru) 92:10.

The subject of innițir(-u) is in all cases but one the  
 abstract noun <sup>\*</sup>ra(resp. ri.)-șûtu = claim; in 31:11 the subject is  
 the creditor (!)

For Innițir is used iš'alim, pres. I 1 to šalâmu, =  
 he is appeased, satisfied in 91:9//104:9//105:9. This usage re-  
 minds of the etymology of the engl. to pay, french payer, which is  
 derived from latin pacare = to quiet, appease. The person that  
 is to be quieted is appeased is a claimant, from latin clamare, to  
 cry, a person that calls for something, seeks or asks to obtain  
 something. The Assyrian reflects the same idea. A claimant is  
 called pakirânu. The verb ragâmu = to cry, now, being a synonym

\*.....  
 \*We find the writing amêlu rašû (sign tuk DAL<sup>3</sup> Schrifttafel 310) in  
 17:11//17a14//22:11//93:12//94:10//94a:8// 95:10//96:10; [amêlu]  
rašû-ut-su 63:11; amêlu ra-šu-us-su 97:8; and without the determina-  
 tive amêlu: ra-šu-ut-su 26a:11; ra-šu-us-su 92:10//98:(7)//100:9//





of \*pakâru, suggests the same original meaning for pakâru. To quiet, appease, satisfy a claimant is šullumu in Assyr., 𐤏𐤠𐤏 in Hebr.; the form I l šalâmu, kal 𐤏𐤠𐤏 to be appeased.

In my opinion, therefore, both the English to pay and the Assyrian-Hebrew 𐤏𐤠𐤏 in the pael signify originally pacare clamorem aut clamantem, and I do not hesitate to put this equation forth as an illustration of the solidarity of human thought.

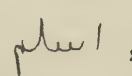
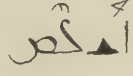
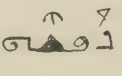
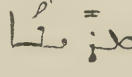
Now, the debtor can be said to quiet a claimant only when he pays him in full, and šalâmu, therefore, means not only to be paid, but to be paid in full. An examination of the context of the three passages (91:9//104:9//105:9) in which the verb (išalim) occurs will, by implication, show the correctness of the proposed translation. Which is the context? A debtor, having to give a pledge for the payment of the debts, grants to the creditor a first mortgage upon some real estate of his for the security of the debt. The mortgage becomes void upon the payment of the debt, upon payment of every cent of the debt. For as long as not every condition of the contract is complied with, as long as f. i. a portion of the debt remains unpaid, just as long the contract remains in force and the title to the mortgaged property remains in the hands of the creditors. Therefore, the phraseology "the real estate of

\* Cf. DAH 536 b pakâru to claim, reklamieren and 537a wer immer i-pak-ka-ru Lay. 53, 26. wofür sonst iragumu. Cf. also 11:11//32:14.?



the debtor is pledge for the debt to the creditor until the creditors claim išalim "demands for the verb šalâmu the meaning ~~quotation~~ "to be paid in full."

This is, then, the meaning of šalâmu and its synonym nêțuru (inf. IV 1) which occurs more frequently in the same context. Etêru (inf. I 1) as has been noted on page 1, means not only to pay (MABP p. 101), but to pay in full so as to liquidate the debt.

A comparison with DAH p. 663 b - 664, article שָׁלַם, will show that I do not follow Delitzsth, who assumes, as the fundamental meaning for šalâmu "ganz sein, richtig sein, unbeeinträchtigt sein oder dgl.," and founds the significations of the verb in such contexts, as kaspā i-šal-lim-mu, upon the assumed original meaning "ganz sein". I consider this a secondary meaning. So שָׁלַםְךָ֑ Jes. 58:12 = to cause to be quiet, to make an end to (trans. hiphil), šalāmtu not "der "vollendet hat (DAH 664b)" but who "is quieted, silenced, i. e. dead." שָׁלַםְךָ֑ to cause one's self to be quieted, to subject oneself (inner trans. hiphil) Jos. 11:19, Dt. 20:12, Arabic , and Syr.  in connection with  and even with , go back to the original meaning to be quiet.

After having obtained the meaning to pay in full, to render or surrender intact, the verb šalâmu encroached upon the



dominion of e<sup>h</sup>teru, and the alternating use of the two verbs was suggested; compare the two following passages:

ultu ram-ni-su u-šal--(la) m = he shall pay in full out of his own money 26:13, and

ul-tu [ram]-ni-[ku-nu i]t-tir-a-a-in-ni = you must pay me out of your own money 55:13, or ul-tu- ram-ni-i-(ni) ni-it-tir-ka = we will pay thee in full out of our own money. 55:20



ḥarâru

occurs but once 82:16. The meaning is obscure. It is used parallel with paḥâru to claim, and refers to a certain class of claims that may be made ina muh-hi suluppu, i. e. upon the dates of the year for which taxes have been paid, and ina muh-hi the land upon which the dates grow.





3.

bît<sup>+</sup> rêti

+bîtu written once 36:8

bît ri-e-ti 3:6, bît rit-ti-ia 25:3//30:6//34:3, bît ret-ti-ka  
26:3//30:3//35:7//67:3, 7//86a:4, bît rit-ti 45:10.

rêtu = weide, futter D A H 602 b, also re'îtu = Heerde ibid is possible. Bît rêti = estate for "Weide, futter", pasture land.

3a.

šeu zêru gi-iz-zi-e-ti 107:2, gi-iz-zi-e-tu 107:3, gi-zi-tu 3

The stem is גזז = gazâzu to cut, the formation is gizz ( <sup>gizz</sup> )  
+ ai (D A G § 65,37) + atu, becoming gizzaitu (elision of a of fem.  
ending at) and gizzêtu by contraction of ai to e.

Hebr. גזז is used of cutting of grass, Arab. <sup>gizz</sup> to cut  
the fruit off. Is šeu zêru gizzêtu meadow land?

3b.

iš kaštu ša N. N. pa-i-ši-ti 23:6, 4 Ū pa-<sup>š</sup>i-ši 23:12.

iš kašat Ardi-Gula 2 ta pa-c-i-ši-e-ti 44:10.

šeu zêru plu. pa-<sup>š</sup>i-ši-(ti) 86a:4

šeu zêru plur. amêlu pa-<sup>š</sup>i-ši-e-ti 65:3



3b, continued.

cf. (amêlu) pa-e-si-e-ti u ri-iḥ-ti eklêti 60:6,14.

iṣ kaštu ša N. N. pa-c-i-ši 8:9,8,7, cf. 23:12.

The stem of the word appears to be  $\gamma'D$  left untranslated D A H p. 524 a. However, the equation quoted by Delitzsch from Sc 67 D A R = pi-e-šu- and z. 66 = šutturu, admits the equation pēšu = šutturu. As šutturu = einreissen, niederreissen, to plow D A H p. 696 b, we would have a similar meaning for pāšu and its part. I l pa<sup>c</sup>iṣu.

pa<sup>c</sup>iṣiti, of course, is a formation like giāzītu.

3c.

bīt ešrû (-u) 45:9, 19 = "tithe estate."

*cf. 45:11, p. 21 and*

3d.

lugal. kam. me (?)

45:11 and 21, designation of a class of real property.

Both reading and meaning obscure.



3e.

bît maškânâtu = "estate-of-pledges".

bît maš-ka-nu plur, i. e. maškânâtu, 25:4, 9, for we find the spelling bît maš-ka-na-a-tu 82:11. It occurs also in 60:6, 14// 67:3, 7// 99:2.

It is the designation, perhaps, of some public land.

3f.

iš kaštu, see Hilpr. Introd. p. 36, Annot. nro. 7, 1.6, and p. 44 annot. nro. 12, 1. 2.

iš B A N, bît iš B A N, bît B A N, bît amêlu B A N:

iš B A N 8:2, 3, 6, 7, 8, 9, 10, 11//12:2//13:2//44:3, 6, 7, 8, 9, 11, 12, 13//47:2//70:2, 3, 4, 5, 7//74:2, 3, 4, 6, 7//75:2, 3, 4// 79:2, 4, 5, 6, 7//82:3, 4, 5 ff.//83:3, 5//86a:3, 5//94:[13]//94a:11//95:12 96:12//106:2, 4//39a:2//60:5, 13//72:1//107:1, 2, 3, 4, 6, 8, 12, [14];

bît iš B A N 2:1//19:8//22:6//28:3//31:8//37:7//38:7// 79:1//95:5//92:7//94:7//94a:5//95:7//96:7//97:5//99:1//100:6// 101:4//103:6//17a:10//86a:3//93:8;.

bît amêlu B A N 17:6//81:2.



3g.

(šeu zêru) pî šulpu

see Hilprecht Introd. p. 38, bottom; pi written phonetically in 3:6, written ideographically K A 10:1,5//28:1//31:8//32:2//40:3//48:2,9//72:1//82:2//90:1//91:5//92:7//105:6//97:5//98:5//100:6//103:5//104:6//17a:10//94:7//94a:6//95:7//96:7//101:1.

3h.

ekil našparti = "Field of commission(?)" 25:3,9.

3i.

bît u-ma-aš pi-id-ru-μ 101:2.

u-ma-as, cf. 𐤀𐤌𐤁𐤀𐤓, 𐤀𐤌𐤁𐤀𐤓 Kicher, Frankel Aram. Fremdw. 14,1;  
pi-id-ru-μ fix cf. he. 𐤐𐤕𐤔 to be fat; umaš pidrû = oil-

beans?

3k.

bît iš gišimmaru = date-grove 19:9//99:1.





3l.

bît giš. bar = giš. bar, i. e. rent.-estate 55:8,10.

3m.

bît iṣ ga. ban (?) 99:1.

3n.

bît nak-kam-du = store-house, treasury 83:9

nakamdu = nakamtu Del. Ass. Gram. § 48, 𒀭𒀭𒀭

3o.

bît sîsê = horse stable 8:13.

3p.

mu-ša(? za?) - ni-e ša šarri 65:3

3q.

ḥa-ša-ru, see Hilpr. Introd. p. 36, Annot. 7, 45. 9:5//  
17:5//17a:8//93:7//94:6//62:8//63:10//94a:5; ina ḥa-ša-ri ina aīu  
N. N. 26a:6; ina ḥa-ša-ri ša ina bâb Ha-an ba-ra 19:7.



3r; cf. 33p. 4

šeu zêru ša ga-ar-du 101:3.

cf. N. N. ša ina muḫ-ḫi ga-ar-da ša bît Kip-pu 15:5,9;

is ga-ar-du syn. to GIŠ. BAR?

3t.

maškattum = depository (?), store house(?)

35:14,23//<sup>44:11</sup>~~44:11~~/12; maškattum = maskantum, stem 𐎶𐎵𐎶𐎶,

cf. Tallqu. Sprache Nabon. p. 135.

3s, cf. 33 P. 9.

šeu zêru ša nappah siparri = copper smith field. 101:3.



šu-uh-ḥa-nu

2 narṭabu šu-uh-ḥa-nu 26:4,6,19.

2 narṭabu ša sanû (-ú) alpu coll. šu-uh-ḥa-nu 38:3

narṭabu = IS. APIN = Bewässerungs-vorrichtung D A H

618 a and b.

šu-uh-ḥa-nu is not known to me.



(î) bi-in-nam-ma = oh! give!

appears usually in the proposition of the would-be tenant and is addressed to the landlord.

bi-in-nam-ma 99:10//34:6//52a:(3)//33:11 (lik-ki-il see  
(Hilpr.Introd.  
(p.39, Annot.1.9.

(bi) -in-na-an-na-šim-na (suffix) 16:5

î bi-in-nam-ma 26:6//40:6//52:4//108:3

î bi-nam-ma 43:6

î bi-in-na-am-ma 65:5, 10//89:3

î bi-in-na-niš-šim 49:3

î bi-in-na-an-[na-šim]-ma 7:7

î bi-in-na-an-šim-ma 88:7

î bi-in-na-an-na-ši-ma 45:14

is impt. I l      𐎧𐎺 = bānu to give.

As to the use and interpretation of the ejaculative î,  
see Hilprecht Assyriaca p. 48 ff, esp. p. 50 middle; D A H '88 p.47b.





6.

ultu bâbi-šu adî šiliḫti-šu = from its gate<sup>(=sluice)</sup> to its discharge in 29:7,18//30:5//35:6//45:9//52:2//67:4 denotes the terminus a quo and the terminus ad quem of a canal leased.

Terminus a quo: ultu bâbi-šu

The gate of a canal is, in all probability, located at a point where it communicates with another canal. The gate admitted or shut off the water from canal to canal. The person who controlled the gate, could, therefore, regulate the volume of water he desired to enter the canal in question.

Terminus ad quem: adî šiliḫti-šu.

+cf. הלחם שלמים  
(Miḥnâ), and scpt.  
מלח = water in rivule

The discharge of the canal, šiliḫtu from the stem מלח to send forth, was located at the other end of the canal. The control of the šiliḫtu was also of imperative need to the farmer who wanted to cultivate the land adjacent to the canal. For if he did not control it, the water would pass off unhindered.



Note 1. The word canal apparently does not refer always to the whole course of the canal, but may refer to a part of it, namely, that part of which the land to be leased was situated, and this part is bounded by a bâbu and a šiliḫtu.

The parallel passage ultu mišir ša nâru Dirâtu adî mišir ša nâru Nittanu = from the boundary of the D. to the boundary of the M. 65:7 illustrates the two termini a quo and ad quem.



ultu and adî are inclusive, cf. note 25.

In the phrase ultu mişir ša nâru D. adî mişir ša nâru N., ša nâru is gen. explicativus, i. e. the boundary, namely that of the canal D. and the boundary, namely that of the canal N. ; it is not of course, the boundary of D. and of N., They are the boundaries of the canal running between them.

mi-şir is either sxta. cstr., and we have a rather inordinate construction like tēm sa Arbi, D A G § 72a, note, or it may be taken as nom. without nominative vowels. This and (šeu zêru ina) mi-şir-šu = (the field within) its boundary 88:11, are not, however, the only formations. We have along side ina mi-ša-ri-ši-nu 65:12//68a:16. The spelling mi-ša-ri seems to indicate the existence of a  - formation, by the side of  ; cf. zikary by the side of zikru, cstr. state zikir, D A G § 65, nro. 9.

Note 2. We find adî mu-ša-ni-tum(la-pal) for adî šilihti-šu in 59:3, 13, see note nro. 30.

Note 3. See Euseb. Praeb. 10 and Chron. 49 quoted from Abydenos from Megasthenes, in Cory's "Ancient Fragments" p. 73 "and above the city of Sippara he, i. e. Nebukadnesar, dug a receptacle for the waters whose primeter was 40 parasangs, and whose depth was 20 cubits; and he placed gates at the entrance thereof, by opening



which they irrigate the plains, and these are called Echetognomones (sluices).

7.

malu-ú, ideogr. IK tablet 3a:7, B S L 2242

43:7	100	karpatu dan-nu šikaru (=BI) rêštû (=REŠ)	ma-lu-ú tâbu (-DUG.GA)
50:2	10	karpatu dan-nu šikaru rêštû	ma-lu-ú
50:10	10	karpatu dan-nu'a šikaru rêštû	m[a-l]u-ú
70:N.E.	1	karpatu dan-nu šikaru	ma-lu-ú tâbu
74:1	3	dan-nu ša šikaru	ma-lu-ú tâbu
106:1	1	dan-nu ši-kar	ma-lu-ú-tâbu

Meaning of malû.

Malû = full, not to be taken with dannu, but with šikaru.

A full wine = fully ripened, fully developed wine, or old wine.

Cf. the Hebrew נָשֵׂאֵלָה Nu. 18:27 which is interpreted "Best wine".

Note. The mutilated character in tablet 43:4 ~~𒀭𒀭𒀭~~

has been identified ~~with~~ by me with MU. DIN. = karânu BSL

1324.



Collectivity, sign of,  $\overline{\text{H}}$  I. A

is used in connection with objects which the Babylonian is accustomed to consider as collective nouns because they appear in aggregations.  $\overline{\text{H}}$  I. A, therefore, appears both when several specimens are enumerated, f. i. ~~for~~ 4 alpu  $\overline{\text{H}}$  I. A 89:2, and when but one specimen is mentioned, f. i. 1 alpu  $\overline{\text{H}}$  I. A 52<sup>a</sup>:2,5//67:10//86<sup>a</sup>:15,22.

There is, therefore, no objection to  $\overline{\text{H}}$  I. A appearing together with the plural sign f. i. 'U.LU. $\overline{\text{H}}$ I.A.MEŠ VR 6,93.

*specimens - but...*  
*which can be given as much as*  
*it is offered to the owner - but...*  
*if not =, p 88, note 1*  
*b 88, note*





Ša kâtai = by order, power of attorney, potestas.

The person introduced by ša kâtai is the actual creditor, the person receiving the potestas is the creditor's agent, f. i. tabl. 73: 1 gur ŠEB A R ša Ri-mut ša kâtai Iddina-Bêl ina muh-hi- Nabû-nâdin ina ar<sup>hu</sup> Airu šattu 41 kam še. bar-ca 1 gur ana GIŠ. BAP ša Iddina-Bêl ina-an-din = 1 gur še. bar due to Rimût ša kâtai of Iddina-Bêl, and due from Nabû-nâdin; in the second month of the 41st year the debtor shall pay the še. bar, namely 1 gur, as giš. bar of Iddina-Bêl. The words "ana giš. bar ša Iddina-Bêl" make I-b the creditor. Ša kâtai Iddina-Bêl can, therefore, only refer to the empowering of Rimût by I-B to collect the giš. bar-debt. Cf. also 32a:4//28:4//66:2//77:2//85:3//86:3 and a-ki-i ka-tu in 32a:3, where kātu, construed with akî, becomes a perfect synonym of šipirtu or šadâru = order; for we find akî šipirti 47:11, akî šipiš-tum 32:1, akî šipirtu abnu kunukki (= by sealed order) 11:9//66a:6//75:6, akî šadâri 12:5 in the same connection; cf. also libbûša ina šadâri ša IM šadar 59:5, libbû būda ša amêlu si-pir-ri ša ina abnu kunukki 80:1 and libbû ša ina šiatu būtu ša amêlu si-pir-ri ša-dar-ri 80:6.

Ša is not, however, preposition, but demonstr. pron. = that of the hands; and must not be compared with arab. عين in oath.



10.

ba<sup>^</sup>ru

written ba-ra 94:11//94a:10~~9~~95:11//96:11,

ba-a-ri 13:1//23:1//44:2

bar-ra 83:1,13

ba-ar-ra 82:1

It always follows upon kîmu = flour resp. kîmu ša šarri  
= flour for the king, and is followed by minma nadanâtu

ša bît šarri-- all kinds of gifts for the royal palace.

May Hebr. בָּרָהּ , בָּרָהּ , בָּרָהּ , בָּרָהּ = food be compared?

11.

ne-ḥa-ri

Ne-ḥa-ri ša giš Bar 59:2, ne-ḥa-ri giš Bar 59:12, ne-ḥa-  
rum giš Bar 65:17.

Meaning unknown.



min-át-tum = quota

m. ina šatti 2 alpu coll./ ša rê-i-tum u 20<sup>LU</sup> zikaru (zikru) ša rê-i-tum 5:16, 24, 27.

m. 1 alpu 15 zi-kar 86a:15, 23

m. ša šeu zêr-Bêl ga—mir-tim (fem. sing!) 59:5, m. gamirtim (-tim)  
ša šeu zêr-Bêl 59:12

m. [ša nâru Bêl-ab-ušu]r 2 alpu 20<sup>LU</sup> zikaru (zikru) 65:19

m. ša nâru Na-tu-nu [2 alpu 20<sup>LU</sup> zikaru (zikru)] 65:20

1 alpu coll. u 10 <sup>LU</sup> zikru (zikru) min-át-ti [narâte] šiatina 67:10.

A fixed quota of cattle and flocks had to be paid by the tenants besides the rent in grain.

The adj. gamirtim in 59:5 shows that minâtu is construed as fem. sing.



bu-da, bu-da-neš (quasi-ideogram to be pronounced bûtu 30:6), bûd.

The etymon is doubtless 𐎲𐎠 both for the noun bûdu masc., bûtu (= bûttu = bûdtu = bûdatu) fem., and for the preposition bûd.

In the phrase bu-ud-su lu-uš 57:5 bu-ud corresponds to Hebrew 𐤁𐤀𐤁 in phrases like 𐤁𐤀𐤁 𐤁𐤀𐤁 𐤁𐤀𐤁 Gen. 20:7, or 𐤁𐤀𐤁 𐤁𐤀𐤁 Ex. 32:30. This meaning "for, in favorem" has arisen from the original meaning "between", the subject, f. i. that prays or expiates, or vouches for another, placing himself between this other person and the person addressed. The original meaning "between" is evident from the phrase 𐤁𐤀𐤁 𐤁𐤀𐤁 = as if they, i. e. God and Moses, were holding a dialogue, Nahman, Introduction to Genesis; Hilpr. Assy. p. 36.

In bu-ud-su lu-uš the preposition is about to become a subst., it may be even considered a subst., meaning voucher. Compare bu-ud e-tir ša kaspu-a 12 ma. na 33:10 with bu-tú ša suluppuga 62 gur N. N. na-ši 31:6.

Note. the use of 𐎲𐎠 = vindex Job 19:25, 𐎲𐎠 = bail, 𐎲𐎠 = vindices in Mišnâ and Gemârâ go back to an entirely different conception of the position and action of the voucher. He is, in this case, backing the person for whom he vouches.





marâku, stem מרן, to redeem, see Hilpr. Introd. p. 39  
 annot. 19. + 19

In our tablets marâku is found in 48:19, 82:16 in II 1 and in  
 64:9 in IV 1. 20

The passage 48 translated: ~~when~~ they (= indefinite pron.  
 one) make a claim upon the field under consideration, Baga'mîri,  
 the landlord, shall redeem = u-mar-rak-am-ma (scil. the field from  
 the claim) paying for Bel-nâdin-šum, the tenant = ana B. i-nam-din;

The passage 82 is identical with 48; the spelling with ṣ  
 u-mar-rak-ka-am-ma removes all doubt as to the third radical.

Peiser, Bab. Vert. no. 56:9 translates "sie werden ihr  
 Recht nachweisen(?)" and says on p. 261 asterisk-foot-note "Vielmehr  
 wird hier eine Handlung ins Auge gefasst, die den Käufer decken  
 sollte etc." So far, so good. But Peiser misunderstands ana I-N-  
 b i-nam-din (-di-nu) -u when he translates "und sie werden an I-N-b  
 geben." The phrase means: "und sie werden für I-N-b geben oder  
 bezahlen;" for this is, I take it, the "Handlung, die den <sup>ä</sup>Käufer  
 decken sollte."

The correctness of ana N. N. nadânu = to pay for N. N.  
 is amply shown by a number of passages 23:9//322:9b-10//50:12//  
 66a:14 a. o. The situation is this: a debt, due from Bel-nâdin-  
 .....  
 \* din is not erroneously intercalated (Peiser); dinu is phon. compl.,  
 see note 29.



šum, has been paid by him to an agent of the creditor, and the agent is instructed to deposit the amount received with his employer (ušazzaz itti N. N. = he shall deposit with N. N.), paying for Bêl-nâdin-šum (= ana B-n-š inandin). Inandin is hâl-verb, containing an action accompanying and qualifying the action "to deposit."

The third passage for marâku is 64:9

1. 9. suluppu ma-la ina lib-bi im-me-riḫ-ku-u  
1.10. ap-pi 30 gur a-na 1 ma. na kaspu inandin (-in),

in translation,

for all the dates thereof which are redeemed (repurchased),

he shall pay a price of one mana of silver for each thirty

<sup>gur</sup> of dates (literally: he shall pay in the proportion ap-pî = an-pî = anapî = Hebr. אֶפְּי, f. i. Lev. 25:16) of thirty gur. to 1 mana of silver.)

A glance at the situation shows this interpretation to be correct. The debtor has to deliver all the dates (= igdamar inandin) which have been attached (ina nisihtu nasḫu ll. 1-2).

But should a part <sup>there</sup> of (ina libbi is partitive) be immerikû, i. e. be redeemed or <sup>re</sup> purchased, then he has to pay *for these*.

Im-me-riḫ-ku-u is ipf. IV 1 with the force of a latin fut/ perf, a in the syllable me becoming e before r.



Transliteration 64- Nippur, ll. 5. 38.

suluppu ma-la ina ni-si-iḫ-tum ša Bêl-nâdin-šum

ina šattu 38 kan ma muḫ-ḫi Ši-da-aplu ša

Nabû-da-a-nu na-as-ḫu a-di arḫu Nisânu

ša šattu 39 kam sullupu-â gamrûtu

5. ina iṣ ma-ši-ḫu ša Bêl-nâdin-šum ina Nippur ki

a-na Bêl-šu-nu Ša-am-šu-nu Ad-dan-nu

u Nâ'id-Ninib inandin (-in) a-na ūmu (-mu) a-dan-ni-šu

lâ ig-da-mar suluppu-<sup>2</sup>a lâ id-dan-nu

suluppu ma-la ina lib-bi im-me-ri-ik-ku-u

10. ap-pi 30 gur a-na l ma. na kaspu inandin (-in).

amêlu mu-kin Sin-ibni a. š. Na-din Ninib- nâdin a. š. Ab-la-a

Balâtu a. š. Ti-ri-ia-a-ma Bêl-aḫ-id-dan-nu a. š.

Bêl-šu-nu U-bar a. š. La-ba-ši

Bêl-muballit (-it) a. š. Aḫu-šu-nu

15. Bêl-aḫ-iddina a. š. Bêl-nâ'id

Erba-Bêl a. š. Ša-pî-ka-l bi

amêlu <sup>comp.</sup>šangû La-ba-ši a. š. Balâtu Nippur ki arḫu Šabâtu ūmu 5 kam

šattu 38 kam Ar-taḫ-ša-as-su šar mâtâte

U. E. abnu kunuk Ši-da-'



Translation 64- Nippur, 11/5/38/

All dates which by attachment of Bêl-nâdin-šum  
in the 38th year as a debt of Sida', son of  
Nabû-daiânu are attached, until the 1st month  
of the 39th year all those dates

5. according to the measure of Bêl-nâdin-šum in Nippur  
to Bêlšunu, Šamšunu and Addannu  
and Nâ'id-Ninib he shall deliver. If at the stipulated time  
he does not deliver said dates in full,  
then for all dates which thereof shall have been redeemed
10. he shall pay at the rate of 1 mana of silver for 30 gur.  
witnesses.

~~priest.~~ *scribe*

Nippur 11th month 5th day, 38th year  
of Artaxerxes, King of the countries.

U. E. seal of Sida'.





ina an ina libbi-thereof (partitive)

ina giš. bar....ina libbi- of the rent.... thereof 35:1-4//46:1-3//  
47:1....4; ina suluppu-ca 62 gur ina libbi 19 gur 31:12; ina  
libittu coll a.an 25000 etc. 51:7.

The seeming partitive sense of ina is no more strange than that of ina libbi, both meaning really within. This use of the prepositions depends on the point of view taken by the Assyrian. He takes something (contained) in something else, while the English takes something out of something else; cf. French "boire dans une tasse" with English "to drink out of a cup;"

cf. Hebr. Gen. 4:10 קול דמי אחיך צעק' אלי מן הארץ =Hark!  
The murder of thy brother is crying unto me from the earth! (literally: A noise! The murder etc); קול דודי דופק cant.cant. 5:2=  
Hark! my beloved is knocking! (literally: A Noise! my beloved is knocking!)

To the Hebrew, the action, expressed by קול arises from the object and proceeds toward the subject: To the English, the action "Hark" arises from the subject and proceeds toward the object.




la-pal or la-pa-lu

occurs in dullu la-pal iṣ gišimmaru epêšu 10:3<sup>b</sup>-9<sup>a</sup>, 21//101:9,11 and (written la-pa-lu) 99:6<sup>b</sup>, 8<sup>b</sup>-9<sup>a</sup>, and in mu-ša-ni-tum ša la-pal alu Ku-gur-di-ia 59:3.

Meaning.

It is tempting to cite the passage dul-lu da-lu-u[.....] ina lib-bi ni-ip-pu-uš- we will perform the work of drawing, scil water, on the premises 3:9<sup>b</sup>-10, which is in similar connection.

It is, further, to be noticed that la-pal occurs in connection with mušannîtum 59:3 which has a meaning like "Bewässerungsanlage," Peiser Bab. Vert. p. 306. It is omitted in the parallel passage 59:3.

The equation  B A L = da-lu-u II R, Rev. a-b, l. 5, however, must not be taken as a confirmation of the conjectured meaning of la-pal. For, besides other reasons, that would militate against it, is the circumstance that la-pal is to be read phonetically, as indicated by the spelling la-pa-lu.



ašātu harû or šûšû, resp. šutêšû 99:8 and 101:10, resp. 12; cf. n. 23 p. 4

The 2 phrases are apparently identical, ašātu šûšû being a figura etymologica. They mean to dig outlets or runlets, i. e. small channels running from the canal on which the land was situated, throughout the fields. Is ana dilûti ušêši = I have caused to run out for the sake of irrigation II R 14, II 9 to be compared?



bu-ud rê<sup>i</sup>-i-tum su-ud-du-du u maššarat (= E N. NUN . . . si-en náši  
 and 1:25  
 bu-ud su-ud-du-du ri-<sup>c</sup>-i-ti u maššarti ša alpu lîtu (= L I D)

Manâ-idri náši 20:8-9, (and Strassm. Dar. 257:9 - 10)

He is responsible for the shepherding, care, and custody of  
 the sheep,

and  
 He is responsible for the care and shepherding and the custody  
 of the cow.

Cf. the Hebrw. גִּמְלָה לְיָדָיו וְלִשְׁמֵרָתוֹ Gen. 30:31.

suddudu = to care for is met in Cyr. Strassm. 377:21 su-di-da-  
 aš = care for him well, not necessarily for šuddidaš (Tallquist  
 Sprathe), and is to be restored in bu-ud su-ud-du-[du] ù ma-šar-tum  
 Peiser K A XI 8, the last syllable du of suddudu being omitted.

Peiser translates bu-ud su-ud-du-du by "Die Garantie für  
 das Zählen (?)", Kohler & Peiser "Aus dem bab. Rechtsleben" III,  
 p. 44, note 4.





[iṣ] ka-ba-ru 4:9.

The parallelism of [ina] iṣ ka-ba-ru with ina iṣ ma-šī-hu l pi l ka (l. 5) and the equation ka-ab-rum, with which hur ka-ba-ru appears to be identical, = pa-aš-šu-ru II R 23, 23, make it plausible to see in iṣ ka-ba-ru a measure.



a-na a-dan-ni-šu = at his, i. e. the stipulated time is found in 4:6//6:6//27:(4)//53:6//64:7//7:18//85:12//86:11, like Hebrew בָּעֵתָּה , f. i. וְנָתַתִּי מִטְר־אֶרְצְכֶם בְּעֵתָּה Dt. 11:4 I will give the rain of your land in due season; "And he shall be like a tree planted by the rivers of water בָּעֵתָּה יֵבֶן פְּרִיָּו אֲשֶׁר פִּרְיוֹ יֵצֵא בְּעֵתָּה" that bringeth forth his fruit in due season", Ps. 1:3

In Delitzsch Ass. Gram., engl. edition, adannu, § 65, no. 35, is translated by "tent", the translator evidently misreading Zeit for Zelt.

Similarly šiptu § 39 = "conspiracy" instead of "exorcism", evidently a confusion of "Be schwörung" and "Ver schwörung";

Dalû § 108 = "create" instead of "pump", evidently a confusion of "schöpfen" and "schaffen", and the translator having in mind "schöpfer" = creator;

šâbê bêl hîṭi gabbu § 126 towards the end = "all debtors", in stead of "all culprits", evidently a confusion of "alle schuldigen" with "alle schulöner".

innemedu (rel) § 53 'there is hidden' (Kennedy), "nicht mehr gesteckt wird" (Delitzsch A H p. 80 תָּחַס IV 1), where "gesteckt", used of plants, put in the ground, has been confused with "versteckt" = hidden by Kennedy.



ina nisihtum nasâhu = to seize, to attach, 64:1-3; cf. Note 14

sulappu mala ina ni-ši-iḫ-tum ša Bêl-nâdin-šum

ina muḫ-ḫi Šida' na-as-ḫu = all dates which by attachment of B. versus S. have been attached —, does not designate the actual seizure, but denotes the declaration that the goods are seized, for the dates which have been subject to this process, shall be delivered later on.

The phrase is known also from Peiser K A II 26 ni-is-ḫu a-na muḫ-ḫi ul i-na-sa-ḫu = "er wird Fortnahme davon nicht anstellen" (Peiser).



ašar mê-šu illakû = where its water goes

The term is found in the following passages:

30:5 nâru amêlu Rêš-ša-nâri ultu bâbi-šu adî šiliḫti-šu ašar mê-šu illakû

52:2-4, 7-8 nâru amêlu Šanû (-û) imnu u šumêlu ašar mê-šu illakû

67:2 nâru Dirâtum imnu u šumêlu ultu bâbi-šu adî šiliḫti-  
šu ašar mê-šu illakû bît rêti-ka u bît maškânâti-ki-ša ina libbi

67:6 nâru D. imnu u šumêlu bît rêti-šu u bît maškânâti-  
šu ša ina muḫ-ḫi ašar mê-šu illakû

65:7 nâru Ša-Natunu šumêlu ša nâru Sin ultu mišir ša  
nâru Dirātu adî mišir ša nâru Nittanu ašar mê illakû adî  
šiliḫti-šu

The ašar mê-(šu) illakû is apparently a water reservoir.

Its location is naturally on the lower course of the canal near the  
šiliḫtu or discharge, and we find it, therefore, mentioned in con-  
nection with it, e.g. 65:7

Is the reservoir something akin to the mušannâtum?

See note nro. 30.





usbâru

us-bar-ra ša bît zinništu ša egal 28:1

us-ba-ri ša šarri the u. for the king 67:3, 8, 12, 8//73:1-2

The passage 73:1-2: 2 gur 24 ka šeu šamaššammu zittu šarri ša ina us-ba-ri ša šarri (due from the canal Sin) shows that usbâru denoted a certain kind of tax for the king.

Further a comparison of us-bar-ra ša bît zinništu ša egal 28:1 with the parallel passage giš. bar ša bît zinništu ša egal 50:4 shows clearly that usbâru denotes some tax, or rent, or revenue to be paid.



Contract 54 for the lease of a bît ka-a-ri

Transliteration 54 Nippur 9.20.37.

bît ka-a-ri<sup>\*</sup> bâb ma-la-hu

ša Ti-ra-ka-am aplu ša Ba-ga-a~~ar~~-nu

a-na i-di bît a-na šatti 2 gur Š E. B A R

a-na Man-nu-lu-ú-šu-lum

5. amêlu ardu ša šangû id-din <sup>u-</sup>ûru(-ru)

i-ša-an-nu a-šur-ri bît ~~I M~~ - ~~im~~

i-šak-kan ultu ûmu 1 kam

ša arhu Kislîmu ša šattu 37 kam

arha 30 ka Š E. B A R ina-an-din

10. amêlu mu-kin Ninib-muballit (-it)

a. š. Bêl-nâdin La-ba-ši

a. š. Ardi-ia Ahi-'a-u

a. š. Bêl-muballit(-it)

amêlu šangû Ninib-nâdin a. š. Mu-gur-šu

15. Nippur ki arhu Kislîmu ûmu 20 kam

šattu 37 kam Ar-taḥ-ša-as-su

šar mâtâte

\*cf. bîtu ša ina bâb erêb šauši  
Shassm. Camb. 182:1  
bîtâte ša pa-na-at abulli erêb šauši  
ilid. 187:1

~~u-~~ = ~~u-~~

!



24, 2.

Translation 54 Nippur, 9.20.37.

The bît kâri at the Sailor gate

Owned by Tirakam, son of Bagaynu,

for a house rent per year of 2 gur of še. bar.

to Mannu-lû-šulum;

5. the slave of Šangû, he has given. The fence

he shall <sup>replacé</sup> repair(?), the wall of the <sup>house</sup> bît I M

he shall make. From the first day

of the 9th month of the 37th year

monthly he shall pay 30 ka of še. bar.

10. witnesses.

14. ~~priest~~ <sup>scribe</sup>

Nippur, 9th month, 20th day,

37th year of Artaxerses, King of the countries.



1. 1 bit ka-a-ri and bit IM... 1. 6

kâru = wall D A H p. 349 b, Tallqu. Spratke Contr. Nabon. p. 79

If bit I M is synonymous with kâru, there are 2 possibilities of interpretation:

1, I M = țîțu = clay or = kâru = wall (made of clay).

i. e. if nothing is wanting after I M; or

2, we supply G U R (Hommel Sum. Lesestücke 200, B S L 5496  
= kâru); one is reminded also of I M. Z I = šallaru D A H 666a;

cf. however, Meissner- Rost Bau-inschriften Esarah. BA III pp.272-273.

1. 3. The rent per year = 2 gur = 360 ka of še. bar, hence  
per month (1. 9) = 30 ka.

1. 4. Mannu-lû-šulum = whoever (it be), "be there  
peace (with him, i. e. the child)!"

1. 5. The proper name is, perhaps, Sangu, Meissner  
Ass.-Bab. Chresthomathie Schrift-tafel 161.

~~4747~~ - urru (-ru) or ûru B S L 7798 = light, being  
homophon of ûru=fence, and here used instead of this.

1. 6. i-ša-an-nu, see Demuth B A III, 399:

"ändern, wiederherstellen nur im Piel, niemals Kal."

Feuchtwang's Z A, 6, p. 437 "ur-ru i-šan-ni, stem 𒌦𒍪, = er

"glättet die Balken" is suspicious grammatically as it leaves the end vowel unexplained; the form as it stands comes from a verb tertiae weak, the form from 710 would be išanan.

Sur in a -sur ( $\sqrt{\text{sur}} = \sqrt{\text{sur}}$ ) -gi ( $\sqrt{\text{sur}} = \sqrt{\text{sur}}$ ) is supported by Camb. Strassn. 79:9 a-su-ru-u, Nbh. 10:9 a-su-ru-u, cf. DAH 150a.

1.7. šakânu = to make, to fix.





adî lâPosition of lâ.

The negation lâ when in connection with adî prefers a position between adî and the word governed by adî, so that all three words form one compact whole, f. i. adî-lâ adanni-šu-nu = not within their, i. e. the right or stipulated, time 7:18; or ša lâ dîni without protest 7:19//99:12, ša lâ dîni u ragâmu without protest and claim 57:11; and ša la ma-ka-at = not to fall out 41:5.

The difference, f. i. in 7:18-19, between the Assyrian and the English usage is this: the Assyrian usage negatives a specific term, the time at which an action is to be done, and this specific term is, indeed, the important one in the phrase: for that the action has to take place goes without saying, but that it has to take place at a certain time is the predominant element in the Assyrian mind.

The English usage negatives the verb, i. e. it employs a general negation negating the whole.

Meaning of adî.

Adî is not = till; for till excludes, while adî, like Hebrew 79, includes the terminus ad quem. The phrase nâru ultu bâbi-šu adî šiliḫti-šu = A canal from its gate to its discharge. 30:5 includes the "discharge," and 20 alpu coll. um-man-ni a-di



25,2.

ú-nu-tu-šú-nu- gam-ri = 20 trained oxen including all their gear,

includes the gear. Cf. the Hebrw.:  
אתה הוא עד שלא  
גדולות עד אין חקר ונפלאות  
נברא ה עולם העשה

Thou wert the same ere the world = עד אין מספר

was created doing great things past finding out, and wonders without number.

The recognition of the significance of these two points,  
I take it, explains the phrase ina ûmu adî lâ šanâtefa 60  
iṣalimû' = when those 60 years are not yet completed.



Šēnu, esp. tablet nro. 1.

1. 2. 106 LU bu-ḫal	)	(	1.15. [106] LU. bu-ḫal
72 LU šattu šanû-[(u)]*	) 330	(	[ šat]tu šanû*
	) male	(	(-u)
1. 3. 152 LU mârê šatti	)	(	1.16. 152 LU. mârê šatti
603 laḫru rabîtu(-tu)	)	(	603 LU laḫ-ri rabîtu
a-liṭ-tú	) 765	(	(-tú) a-lit-tú
162 LU. laḫ (?) -ḫu	) female	(	162 LU laḫ (?) - ḫu
mârê šattu	)	(	
<u>1.4. 1097 ši-en pišîtu</u>	)	(	
(white sheep)	) 1. 17	(	1099 ši-en pišîtu

Both 1097 and 1099 are incorrect; the correct sum is 1095.

1. 4. 41 būlu rabû	)	(	1.17/ 41 būlu rabû
19 būlu	) 97 male	(	19 būlu
37 būlu šiḫru	)	(	37 būlu šiḫru
1. 5. 104 enzu rabîtu (-tú)	) 141	(	1.18. 104 enzu rabîtu (-tú)
a-lit-tú	) female	(	a-lit-tú
<u>37 unîku</u>	)	(	<u>37 unîku</u>
238 ši-en šalittu (black sheep)		(	238 ši-en šalittu

It will be noticed that the scribe enumerates in both counts first the males and then the females.

....

\* Note. šanû-c-ú = šanuīu 50:3, cf. Hebr. "יִשְׁ" becoming "יִשְׁ" ?









26, 2

13 (3 times ) , 17, 18, 19, 22, 24 (twice), 25, și-e-nu 1:19//24:2, 4, 7, 8; and also <sup>U</sup>LU. Hi.A. 53:1,3, 7, the term always being used of numbers larger than 1.

It is not plural (against BSL 10253) which is amply proved by 24:2/3 :300 și-enu pișîti (-ti) u șa-li-in-du.






Ideographic and phonetic writing of the names of some of the animals in this and other tablets, and their meanings.

LU = immeru BSL 10681 occurs 1:2, 3, (15), 16





LU.tum = immertum (-tum) = female sheep 1:8, 11, 21, and  
with the addition of a-lit-tú = bearing 1:9, 12





LU bu-hal = immeru buhal = malesheep: 1:2, 15






LU lah-ri 1 ± 16, 20 =  1:3, 7, 10 = ewe shown by Jensen  
and confirmed by the epithet, occurring here,  
rabîtu (-tú) a-lit-tú 1:3, 7, 10, 16, 20.

LU   1:3, 16. The reading uncertain.? We may read, with  
Pinches S. B. A. 1896, p. 252 lah-hu, or we may read pir-hu\$  
see DAH p. 375a, article lâhu, and p. 539b ibidem, article  
pirhu.

Pinches says in the passage referred to:

"     udu mašgallum and

    udu massallum are explained

by    and   respectively, groups  
that are apparently to be read masgallum

lahri and massallum lahhu, probably expressions meaning ewe."

As here, so in our tablets in ll. 3 and 16  
the lahru and lah-hu occurs one after another  
The first word lahru means ewe, see above, and the second  
word lah-hu probably means ewe, as proposed by Pinches, too.



26, 4.

The use of the feminine mârâte satti= "daughters of one year, one year old, "shows that the animals in question are female; and the fact that they are placed in contrast with the grown bearing ewes, makes it likely that they are young bearing ewes.

The same observation appears to hold good for the goats, grown and young, mentioned in ll. 5 and 18.

The 104 enzu-rabîtu (-tú) a-lit-tú<sup>\*</sup> in ll. 5 and 18 are grown, bearing she-goats, the 37 unîku (BSL 10980) are young bearing she-goats. The question mark after "zicklein"

DAH 101 a, article unku, may be struck out. For "das bestien<sup>te</sup> weibliche Thierjunge "is a young goat.

As to the relative numbers of the male and the female animals, it will be seen that the number of the female exceeds that of the male greatly. For we have

330 male şênu pişîtu )  
 ) = 427 male şênu  
 97 male şênu salittu )

and

765 female sênu pişîtu )  
 ) = 906 female sênu  
 141 female sênu salittu )

a difference of 479 in favor of the female.

• • • • •

\* a-lit-tú = âlittu = âlidtu = âlidatu (in ll. 3, 5, 9, 16) is part II alâdu parêre. cf. Tallquist's doubt Junges (oder alittu weriendes Mutterthier ?) Sprathe Contr. Nabon. p. 67. 45.



'U. LU. Hi. A BSL 10253 = ši-e-ni 53:1, 3, 7; not šêne plural  
(against Brünnow)

LU. Sigiššê = nikû 50:3, 11, cf. BSL 9092. the Reading nikû is  
guaranteed by the phonetic spelling ni-ku-u 28a;2. The  
equation LU. ~~GAZ.~~ = immeru BSL 10721 may be abandoned, and  
the meaning lamb be added to the translations given for nikû  
DAH p. 479c - 480a under nikû.

LU. NITA = immeru? BSL 10702 47:8//106:1,7//66a:2,11

LU. NITA. UŠ = immeru (?) zikru 50:2//65:20, [21] = ram.

zi-kar 86a:15,23. At first one would suppose that

LU. NITA is to be supplied. But in view of the fact  
that cognate languages have the word, the Aramaic ܪܡܐ ,  
f. i. Ezr. 6:7,9//7:17, the Syriac ܪܡܐ in the meaning "ram";  
there is a strong inducement to assume the existence of the  
Assyrian word zikaru = ram.

But whether the word existed in Assyrian or not, it is  
certain that the spelling zi-kar means <sup>that</sup> LU.NITA.UŠ and LU.NITA  
were pronounced zikru or zikaru. LU is the determinative  
for sheep, the pronunciation zikaru for NITA is shown to  
exist, see BSL 957, which Brünnow, however, expressly limits  
to the meanings "man, servant." The addition of UŠ, apparently  
superfluous, reminds of writings like ŠAL. TUR. ŠAL. MEŠ =





26, 6.

=mârâte, Ašurnâš ir-apal, ANnals I, 85, where we could spare only one of the ŠAL characters.

I accept Revillout's reading zikaru PSBA VIII 274, which was rejected by Zehnpfund in BA I p. 504. LU. GIR-ru = immeru zikaru (-ru).

BIR = bûlu BSL 2024. The reading šiptu, see DAF 308b, is out of place here. We need a masc. substantive

because of the masc. form of the adjectives rabû,

šihru ll. 4 and 17. It is not likely that the

scribe who was careful enough to write

lahru rabîtu(-tû) (GAL-tû) a-lit-tû where there <sup>was</sup> no doubt as

to the feminine gender, should have intended the character

GAL to stand for the feminine. At any rate male and not

female animals are meant.

bûlu ga-du-û occurs 50:3 Bockchen, Meissner, Zehnpfund BA I p. 505

rm., Tallquist SCN p. 60.



26,7

11. 4, 6, 17, 19, 𐤀𐤍𐤏𐤍 and 11. 5, 6, 18, 19, 𐤀𐤍𐤏𐤍

I have transliterated pišîtu and şalittu in view of the writing in 24:2/3 si-e-nu 𐤀𐤍𐤏𐤍 u şa-li-in-du = si-e-nu pişîti (-ti) u şa-li-in-du and 53:1,7 şênu ku-nu-un-ni-tum.

The adjectives şalindu = şalimdu = şalimtu and kununnîtum are the feminine singular, 𐤀𐤍𐤏𐤍 in 24:3 must, therefore, be ~~xxa~~ transliterated pişîti (-ti) and be taken as the fem. sing. of the adj. pişû So 𐤀𐤍𐤏𐤍 and 𐤀𐤍𐤏𐤍 apparently the plural of the adj., stands for the singular feminine pišîtu and şalittu (= şalindu = şalimtu) because the termination ~~xxx~~ itu almost sounds like a plural termination.

*cf. 55:1*

\* cf. also alpu lîtu sa-li-in-du MU (?) -ia-i-ti = a cow black, marked with the MU sign (?) (cf. Arab. *وسم* ?)



ll. 8, 9, 11, 21  $\text{𒌦𒌦}$  has been read zal-lit-tu by Tallquist, *Sprache Contratte Nabon*, p. 70 last line, from a stem  $\text{𒌦𒌦}$ , and tan-lit-tu by Delitzsch in DAH p. 195b, article gizza-tu, both Tallqu. and Del. referring to Nbk. Strassm. 266 = 3 100 šênu gi-iz-za-ti ù  $\text{𒌦𒌦𒌦}$  Ad-na-dib a-na Nergal-šar-ušur i-nam-din.

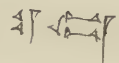
The connections in which the word occurs in our text:  
a-na 100 laḫru 66.2 ta kâtât  $\text{𒌦𒌦}$  ll. 7-8, 10-11, 20-21 and  
a-na ištênit (-it) enzu ištênu (-en)  $\text{𒌦𒌦}$  2/3 mana šupât enzu  
gi-iz-za-az-zu ll. 8-9, 11-12, 21.




$\text{𒌦𒌦}$  refers to a certain product of the laḫru = ewe and of the enzu = goat; It is parallel to the šipātu pišātu (BSL 7789, DAH p. 534, article pišû, and p. 678b, article šipātu) gi-iz-za-az-zu which is a produce of the LU.tum; and it appears in connection with another produce of the goat, vis. 2/3 mana šipât enzu gi-iz-za-az-zu. Now since šipātu pišātu gi-iz-za-az-zu and šipât enzu gi-iz-za-az-zu has reference to the skin and hair of the LU. tum and the enzu, one is induced to ascribe a similar meaning to  $\text{𒌦𒌦}$ .

Secondly it appears to be in contrast to šipât pišātu and šipât|enzu, i.e.  $\text{𒌦𒌦}$  appears without any qualifying adjective, while the other two terms šipātu pišātu and šipât enzu are



qualified by gi-iz-za-az-zu, which, if gi-iz-za-ti NBk. 266:8 and our gi-iz-za-zu are of the same meaning, would make the NBk- passage and the passage in this tablet parallels. That a qualifying adjective can be applied to the animal as well as to the produce of the animal f. i. wool, is shown by a tablet 53:1, 2 where the adjective ku-nu-un-ni-tum is applied both to şênu and the wool of the şênu.

Thirdly, the supposition that  is a produce of the kind suggested, is supported by the fact that it is weighed by kâtâte, sing. kātu (DAH p. 599a-b), a subdivision of the shekel, just as the šipātu pišātu and the šipât enzu are weighed by the ma. na, the unit next higher to the shekel.

11. 7, 10, 21    = 66. 2 ta, i. e. 66 (= 60 (= KU) + 6) is an integer and 2 is a fraction, denoting the two parts of an integer which has been divided into 3 parts. If this integer is 1, then .2 ta = 2/3; if it is 60, then .2 ta = 1/30.

Cf. Peiser "Skizze der Bab. Gesellschaft" p. 20 ll. 10 ff.  
 "Einrichtung, dass der Viehst and nicht in eigener Kontrolle and auf eigenem Boden geweidet worden zu sein scheint"

and that the custom is still envogue in modern times in Mesopotamia, see Layard "Niniveh and its remains I, p. 86, note.

belongs in "Analysis of Contracts" p. 53





GIŠBAR ina pân NN. 29:24//30:26//34:20//49:11//52:13//  
65:21//72:8//88:18// 89:9// 108:8// 52a:(8) or GIŠBAR šuatu(=MU.  
MES) ina pân N.N. 45:29// 86a:25 = the tenant has the, resp. that,  
contract, i.e. he has the right of usufruct and the duty to pay  
rent;

the other phrase šênu or šêu zêru ana giš. bar ina pân  
N. N. 1:26//20:11-(12)//35:26//40:14//107:14 = the tenant has the  
flocks or the fields for giš. bar, and šêu zêru ana giš. bar u  
zakiṣūtu ina pân N. N. = the tenant has the field for giš. bar and  
for cultivation.

GIŠ. BAR seems to have originally the meaning suggested  
by Peiser B V p. XXI bottom "eine Art Pachtverhältniss, bei welch-  
er der Pächter die Ernte mit dem Besitzer teilte," The "Teilpacht"  
developed into "feste Pacht"; as in the contracts of the present  
edition. Giš. bar means the right of usufruct by the tenant as  
well as the duty to pay rent, e. g. in the phrase ana GIŠ. BAR  
ina pân N. N.

GIŠ. BAR has, however, the onesided meaning rent, f. i.  
istên(-eā) bu-ud šanî(-i) na-šu-u ša ki-rib GIŠ. BAR alpu coll.  
u ū- [nu-ti-šu-nu iṭ-ṭir] = one is responsible for the other that  
he pay the kirib giš. bar = the amount (?) of rent 49:10,

note. In 76:6 ša arḫu Tišrîtu is to be supplied from 11  
after GIŠ. BAR.



Transliteration 101 — Nippur. 7. 16. 41.

šeu zêru zaḫ-pu u pî šul-pu kišâd nâru Nam-gar-dûr-Bêl  
emedu(?)

šeu zêru ša bît u-ma-aṣ pi-id-ru-ú emedu (?)

šeu sêru ša ga-ar-du u emedu (?) šeu zêru ša amêlu

nappaḫ siparri

ša ina alu Iṇi-Nergal (kākur. maḫ) bît iṣ kaštu ša Mu-ra-šu-  
u a. š.

5. Bêl-nâdin-šum šeu zêru šuatu a-na amêlu NU. iṣ.

SAR-ú-tú

a-di 3 ta šanâte a-na Ad-dar-nu-ri-'

u In-nu-ša-bi-''-tu-'' amêlu ardâni ša Bêl-

nâdin-šum

id-din lib-bi u ḫa-ru-ut-tum i-nam-ṣar-u'

dul-lu ~~la-pal~~ iṣ gišimmaru ippuš (-uš)- u'

a-ša-a-tu

10. ina lib-bi ú-še-iṣ-šu-ú ina ūmu (-mu) dul-lu

la-pal iṣ gišimmaru lâ i-te-ip-šu-ú

a-ša-a-tu lâ ul-te-šu-ú u lib-bi-

u ḫa-ru-ut-tum la it-ta-ṣar-u'l ma. na

kaspu

ina-an-din-u'



Transliteration 101 — continued.

15. amêlu mu-kin Akar-a a. š. Iddina-apal Ninib-êtir a. š.  
 Šum-iaddina Ninib-nâdin a. š. Ni-kuš Aplâ (-a) a. š.  
 Ninib-nâdin Ha-ri-za-nu a. š. Ahê-iddina  
 amêlu šangû U-bar a. š. Na-din Nippur ki arḫu Tišrîtu  
 ûmu 16 kam šattu 41 kam Ar-tah-ša-as-su
20. šar mâtâte.



Translation 101 — Nippur, 7. 16. 41.

The planted field and pî-sulpu at the bank of the  
canal Nangur-dûr-Bêl, adjoining

The field of the plantation of the oil beans (?) adjoining  
the field of ša gardu and adjoining the field of the  
copper smiths.

who are in the town of Ibni-Nergal, the bît kaštu  
of Murašû, son of

5. Bêl-nâdin-šum-, that field for planting

for 3 years he gave to Addar-nuri'

and Innu-šabi'tu, the slaves of Bêl-nâdin-šum.

They shall watch over the premises (?) and the harûtu

they shall perform the work <sup>man 2</sup> of la-pal the palm- ~~in their~~

trees, they shall make run (?) the runlets

10. on the premises. When they do not perform

the work of <sup>man 2</sup> la-pal the palm-trees,

do not make run(?) the runlets(?) and do not watch

over the premises and harûtu, they shall pay

1 mana of silver.

15. witnesses.

18. ~~priest.~~ <sup>man 2</sup>

Nippur, 7th month, 16th day, 41st year

of Artaxerxes, king of the countries.





Tablets 10, 99, 101.

ZAG.LU, i. e. imittu, emêdu 10:10.

Delitzsch, B A III p. 386 ll. 24ff., has shown the etymon and the meaning of imittu. Imittu emêdu= "eine Auflage auferlegen." Tuluppu imittum "sind Dattelu, welche von denen, die das Feld bewirtschaften, an den Feldeigentümer abzuliefern sind."

Our passage in translation: the impost of dates they, i.e. the field-owners, lay upon him, i.e. the farmer cultivating the land. im-mid-du-uš is 3prs.plur. pres.II to emêdu plus suffix 3 prs. sing. masc.; the vowel u of the suffix has been dropped, see D A G § 39 end.

ll. 11-13 continued: when the impost ta-ta-aš-ši-iz, they will give to Mušêzib 3 gur of dates and palm branches(?) The correct explanation of the form I have heard in Prof. Hilprecht's lectures: tatašiz= tataziz by dissimilation of sibilants; the form is I2 ipf. to nazâzu.

Or a verb našâzu by the side of nazâzu; against Delitzsch Ass. Handw. 456b. The meaning of ta-ta-aš-ši-iz= she has been placed, used in the same sense in which ušazzaz occurs in 11:5//12:10//15:7//32<sup>a</sup>:6a.a.,

suluppu ina muh-ḫi man-ga-ga im-mid-su-ma i-nak-kis 99:10  
= the dates in addition to the mangaga he imposes upon him estimating them. nakasu= to cut, to determine, to estimate; suluppu



Tablets 10, 99, 101.

emêdu= to impose the dates is the same as the phrase imittu ša sul-uppu emêdu 10:10= to lay the impost of dates upon some one.

Emêduma nakâsu confirms fully Delitzsch's "Auferlegung, Auflage, durch Schätzung festgestellter und zu entrichtender Betrag" and "lauteines bestimmten vorhergängigen Abkommens" B A III p. 386 ll. 27ff. 99:1 the hired engages to pay the nidintum šarri mahîrkaspu= gift for the king. (and) money payment.

99:10b-11 ina ûmu(-mu) zak-pa lâ it-ta-ši-iz sis-si-in a-d-i-iamelu UŠ. SA. DU. MEŠ i-nam-di-šu= When the zak-pa= planting, scil. of the trees, has not been attended to, then the slave who is engaged to cultivate the land, shall give him, i.e. the landlord, the sissin together with the am. UŠ.SA.DU.MEŠ (the determinative amêlu seems to be the same as in amêlu rašusu= his claim; i.e. from the amêlu<sup>rašû</sup> an abstract rašûtu has been formed, and the determinative amêlu has been retained 9:10//17:11//17a:14//22:11 a.o., or it has been dropped for instance 19:12(ri-šu-ut-su)//91:9//104:9//105:9; so also amêlu uš.sa.du.meš)— for the failure to do the zak-pa= planting. The verb nazâzu (ittasiz) is used, because zakâpu means to erect, scil. trees, and našâzu to become erect.



Tablets 10, 99, 101.

The meaning of amêlu UŠ.SA.DU.MEŠ.

If UŠ.SA.DU = emedu, cf. Meissner ABPp. 124, then UŠ.SA.DU.MEŠ might be read imidâte, plur. to imittu or imdûtu or indûtu abstr. noun to emedu(?), the plural sign being written because ûtu is common plural ending of adj. Line 11 would then read: he shall pay him the sissin together with the impost.

While, on the one hand, the duties of the engaged farmer are numerous and oppressive, and the forfeits to be paid in case of default are high (in 10:22 his recompense is withheld, in 99:12 he has to pay 1/2 talent of silver for neglecting the dullu la-pal, resp. la-pa-lu, 101:13 he is fined 1 mana of silver), the recompense for his work is small. In 10:12-13 he is to receive 3 gur suluppu sissin, while <sup>he</sup> has to give 4<sup>1</sup> zittu ekil of all that grows on the farm 10:8, and he has to pay 5 shekels <sup>as</sup> of earnest money (gimir) 10:16.

In 99 the hired seems to be a little better off. For he is promised <sup>for</sup> whatever la-pa-lu of the dates he does, he shall <sup>have</sup> the usufruct a-na sîmu UŠ (?=ișaru?), i.e. according to its (equivalent?) price, and shall not have to share (zittu ekil iânu), scil. the product with the hirer.

Tabl. 101 does not mention any recompense to be paid by the landlord to the hired man.





Tablets 10, 99, 101.

10;21 i-te-ip, is ~~mistake~~ for i-te-ip-šu= if he does(modus relativus).

10:9, 20<sup>b</sup>-21a//99:7<sup>b</sup>-8a//101:8,12<sup>b</sup>-13a libbi u harûtu nasâru, is obscure. See Delitzsch BA III p. 386, 1.18.

99:7 ka-ma-hu-ú ar-ka\* šakânu = to place(make) a green kamahu =fence(?)

10:8<sup>b</sup>-9a,21// 101:9,11 // 99:6<sup>b</sup>,8<sup>b</sup>-9a dullu la-pal resp. la-pa-lu(?) is gišimmaru epêšu -= to perform the work of irrigating (??) the dates, see nro. 16.

99:8 ašâtu harû= to dig runlets(?) and 101:9<sup>b</sup>-10a ašâtu šûšû (III<sup>inf</sup> N 51) OR 101:92 ašâtu šutêšû (III<sub>2</sub><sup>inf</sup> N 51) = to cause the runlet to run, see nro. 17.

10:16 The 5 shekels of silver paid by Mušêzib to his hirers is earnest-money, as we would call it, to signify the good faith of the hired and to bind the contract. The word used is gi-mir=entire, scil. GI,Š.BAR;  
cf. 48:13 GIŠ. BAR ekil-šu gam-ri, and 30:34-35 [ ] šeu zêru gab-bi mahir.





## Tablet 32.

Quit-claim or release; "Analysis, Subject-matter, V.

1.1. The name to be supplied in the first line is Balâtu, the person mentioned in 1.9 by whose orders the broker Bêl-na-din-šum acts, and evidently the same person<sup>as</sup> mentioned in 32a:8 by his name and in 32a:3 by his office *anlu* pân kumuk-ki = notary. But the characters after the name are illegible.

1.4. A name ending in *ê* to be restored after *eklu*; but the first characters are too mutilated to permit a restoration.

1.6. The verb to be supplied must be something like "he has given over, surrendered" according to the analogy of 69:7 *u-tir-ma a-na Uda-ar-na-' id-din* = he has returned to Udarna.' I am, however, not able to supply the Assyrian word for this lacuna, the traces of characters left being too meagre.

11.6<sup>b</sup>-14 contain the *quit-claim* proper, the phraseology offering an analogy to 69, while 39 is somewhat different in this respect. The quit-claims nros. 32 and 69 are expressed in a twofold way, while nro. 39 offers only one of these expressions.

The phraseology occurring in all three contracts, viz. 32:6<sup>b</sup>-8<sup>a</sup>// 39:5-6//69:12-14, is ul itûr ul idibbub resp. ul iraggum = the quit-claimer or releaser shall not turn and shall not claim;



The other phraseology occurring only in 32:12-14 and 69:9b-11, but not in 39, is: mimma dîni u ragâmu of quit claimer iânu or dînu u ragâmu iânu = there shall not be a lawsuit or a claim of the quit-claimer.

Difference between these two modes of expression:

The first mode refers to the actual suing or claiming, to the overt act of claiming the property or part of it;

The second mode means to say that there is to be no claim on the part of the quit-claimer.

This second mode of expression is evidently the stronger of the two.

ll. 8-11 contain a clause imposing the payment of a fine upon the quit-claimer, if he ana muhhi šeu zêru šuatu (a)-na Balâtu mannu šanamma ul-te-mi-di = causes somebody else to stand up against said field to the disadvantage of Balâtu.

ul-te-mi-di is <sup>pret. (also pres. is possible, the *i* in *mi* because of *y* in 1<sup>st</sup> syllable)</sup> III 2 of emêdu plus over-hanging vowel

which is demanded for the verb by the subordinate clause.



## Tablet 32.

The use of the preposition a-na in this connection is that of the Hebrew or the Latin versus, indicating the direction towards an object. This may develop into the meaning of Latin contra.

1. phon. compl. before <sup>and after</sup> ideogr.

32:6 and 39:5 offer the reading i-GUR, which is to be transliterated (i-)itûr, and to be pronounced itûr; ~~in the same way i-TIL-mar-u' 51:5 is to be transliterated (i-)igammar (-mar)-u'~~

i in all 3 cases is phonetic complement preceding the character whose pronunciation it determines, while mar in (i-)igammar (-mar)-u' 51:5 is phonetic complement following the character whose pronunciation it determines. If the character represents a polysyllabic word, as in this case, then the preceding phon. compl. determines the first, the following phon. compl. the last syllable of the word.

2. phon. compl. before and after polysyllabic phonetic characters.

Delitzsch in Ass. Gram. § 23 says "Forms which look as if a phon. compl. had been added to a syllabic sign, as ak-šud-ud = akšud I conquered, ša-nin-in, ke-niš-eš = kêneš faithfully, must be regarded as little other than freaks of the scribe."



"Another sort of freak is to write mu-šak-li-lil,  
<sup>ab-lu-lul</sup>  
 ^li-ir-mu-muk = mušaklil, <sup>l</sup>abul, lirmuk."

I consider that we have true phon. complements, in the  
 one series of examples following, in the other series preceding  
 the (mostly polyphon) syllabic character whose pronunciation is  
 to be determined. I transliterate ak-šud(-ud), ša-nin(-in), ke-niš  
(-iš); mu-šak-(li)-lil, ab-(lu-)lul, li-ir-(mu-)muk.

Here belongs sis-sin(-in) 10::2,22; dingir Nin(-en), De  
 Sarzec Déc. en Chaldée pl. 2, No. 1, col. IV, l. 1.





Contract, Nro. 55, for the payment of damages.

Transliteration 55 -- Nippur, li. 12. 37.

Bêl-nâdin-šum aplu ša Mu-[ra]-šú-ú ša a-na Ia-

a-ḫu-lu-nu

u Nâ'id-Ši-i-pak amêlu ardâni-šu iḫ-bu-u um-ma

bâb nârâte-ku-nu ù mi-ša-ḫu-ku-nu

ša ina mu-ša-ni-tum ša nâru Sin ša ina ka-ra am-

ma-ri pu-tin-na-'

5. bit-ka ina nârâte-ku-nu u ina mi-ša-aḫ-ku-nu

ša ina mu-ša-ni-tum ša nâru Sin ša iḫ-kaš-šid-

ḏak-ku-nu-ši

a-na šeu zêru plu-ia ù a-na šeu zêru plu.

bît GIŠ. BAR ša Aḫu-li-ti-ia amêlu ardi-ia

lâ i-bat-tak ina ūmu(-mu) bit-ka ina lib-bi ib-

at-ka

10. ù šeu zêru plur-ia ù šeu zêru plur bît GIŠ. BAR

ša Aḫu-li-ti-ia ut-tab-bu-ú šeu zêru plur.

ma-la ina lib-bi (iḫ-ḫi-ib-~~lu~~) iḫi-lik-u'

ul-tu [ram]-ni-[ku-nu i]t-tir-a-a-in-ni

ar-ki Ia-a-ḫu-[lu-nu u] Nâ'id-Ši-ipak a-na

15. Bêl-nâdin-šum iḫ-bu-u um-ma bâb nârâte-i-ni

u mi-ša-aḫ ša ina mu-ša-ni-tum ša nâru Sin ša

iḫ-kaš-šid-an-na-šu



Transliteration 55 — continued.

17. nu-pa-ta-an u nu-da-na-nu ša la i-bat-tak-~~u~~-u'  
 ina ūmu(-mu) bit-ka ina lib-bi it-ta~~u~~-šu-u' šeu zêru pl. 6  
 ma-la ina lib-bi [i]-hi-ba-a-ma i-hi-li~~u~~-u'
20. ul-tu ram-ni-i-[ni] ni-i~~u~~-tir-ka  
 ina ūmu(-mu) bit~~u~~-bit-ka A~~u~~-li-ti-ia  
 a-na šeu zêru pl.-šu-nu ib-ât-[ka ul-tu ram-ni-i-ni ni-i~~u~~]-tir-  
 -ka  
 amêlu mu-kim Ninib-nâdin a. [ša Ninib-erba  
 [Ardi-Ninib] a. š.
- ~~23. Šum-iddina a. š. Ad-dan-nu~~  
 Ninib-muballit (-it) Balâtu a. š. Bêl-šu-nu  
 [Bêl]-ki-šir
25. u Ninib-nâšir aplê ša Ardi-Bêl A~~u~~-ar-a  
 a. š. Iddina-apal  
 Nusku-nâdin a. š. Ardi-Gula  
 amêlu šangû Šamaš-na-din-zêr a. š. Bu-ne-ne-  
 ibni Nippur ki  
 ar~~u~~ Šabâtu ūmu 12 kam šattu 37 kam Ar-ta~~u~~-ša-  
 as-su šar mâtâte
- R. abnu kunuk Ardi-Bêl a. š. Širiktim (-tim)-Ninib  
 abnu kunuk Šum-iddina a. š. Ad-dan-nu



Translation 55 — Nippur, ll. 37.

Bêl-nâdin-šum, son of Murašû who to Iahuluna  
and Nâ'id-Šipak, his slaves, said as follows:

Your canal gates and your mišahu (=dam?)

situated in the mušañîtum of the canal Sin which is enclosed  
by a wall, you must strengthen

5. so that a breach in your canal and in your mišah  
situated in the mušañîtum of the canal Sin, which

belongs to you  
over my <sup>seed-</sup>corns and over the seed-corns  
of the bît giš. bar of my slave Aḫu-litia  
is not made. when a breach on the

premises is made

10. and my seed corn and the seed corn of the  
bît giš. bar of Aḫu-litia are carried off, as many  
seeds thereof as are damaged and perish,  
you have to pay me for out of your own money.

Thereupon Iahulunu and Nâ'id-Šipak said

- 15 to Bêl-nâdin-šum as follows: Our canal gates  
16. and the mišahu situated in the mušañîtum  
of the canal Sin which belongs to us,  
we will strengthen and fortify so that

a breach is not made



Translation 55 — continued.

18. When ~~they make~~ a breach on ~~the premises~~, for all

the seed corn that are damaged and perish

we will pay thee out of our own money

When a breach .....

over their seed corn is made, we will pay thee out of our own  
money.  
witnesses.

27. ~~priest.~~ *seal*

Nippur, 11th month, 12th day, 37th year of  
Artaxerxes, king of the countries.

R. seal of Ardi-Bêl, son of Širiktim-Ninib

seal of Šum-iddina, son of Addannu.





## Tablet 55

3. bâb nârâte = canal gates, construction like bît naka-nâti = treasure houses, DAG § 73 "Composition of words" etc.

mi-ša-hu-ku-nu, or mi-ša-ah-ku-nu l. 5, mi-ša-ah (either stat. absol. without nominative vowel or status constr. before rel. ša, cf. He. לֹא אֶחָד מִיָּדַי יִשְׁלַח = in hands I cannot arise from Thren. 1:15) l. 16.

Etymon of the word obscure.

Meaning also obscure; perhaps dam? As it appears in parallelism with bâb nârâte, it seems plausible to conjecture that the mišahu, like the canal gate (see nro.6), serves to shut the water in.

4. mu-ša-ni-tum.

We learn from our passage that it is enclosed by a wall; ša ina ka-ra am-na-ri = which is enclosed by a wall; amâru אמר DAH 91, b = einfasseu (transitive), or, as demanded by our passage, to be enclosed (intrans.); for ka-ra compare ka-ri hi-ri-ti-šu = the wall of its mote Nbk. Winckler I, 62 where kâru means water wall.

Mu-ša-ni-tum occurs also in 59:3, 13 a-di-i mu-ša-ni-tum ša amâru sin ša la-pal (omitted in l. 13) alu Ku-gur-du-. As for la-pal, indicating the work done by the mu-ša-ni-tum, see nro. 16.



## Tablet 55.

Both in our passage and in tablet 59 it is the mu-ša-ni-tum of a canal, the canal Sin, which is spoken of. It apparently serves, therefore, certain purposes of canalization.

Some material outside of our tablets furnishes the following information. In Nbn. 770, 1080, 910, <sup>61</sup>102 and Cyr. 180 wages are paid for work done in connection with the mu-ša-ni-tum

Among the trades represented we find amêlu NU. IS. SAR = gardeners 770:9 and 1080:12; amêlu um-man-nu = trained workmen 770:10 and 1080:14; amêlu mu-ša-a-a ( ? šš ) , cf. ašîtu šûšû- 101:-10 and 12? ) 1080:10; amêlu rêu = shepherd 1080:11; amêlu APIN = planter, irrigator 1080:15; a smith's instruments parzilli mar-ri and parzilli na-aš-hi-ip-tum are used Nbn. 784:1 and 2.

The mu-ša-ni-tum is therefore, some public property of some complexity, and Peiser's conjecture "Schleusen-oder Bewässerungsanlage" gains in all probability Berl. Vertr. p. 306.

cf. Euseb. Praeb. Evan. lib.<sup>10</sup> and Chron. 49 in Cory's "ancient fragments" p. 73: Nebukadn. dug a receptacle (mušañîtum ?) placed gates and .... constructed dykes (bâbu....mišahu (??))



## Tablet 55.

5, 9, 21, 22 bit-ka. batâku (fig. etymologica), or bit-ka  
etepêsu 18 or batâku (absolute) = to make a break.

The forms i-bat-tak and ib-at-ka in ll. 9, 22 are Pres. tense  
IV 1 inaccurately for ibbatak and the subst. bit-ka is therefore  
grammatical subject; it-tap-šu-u l. 18 is 3. prs. plur. I 2 epêsu  
= ~~they make~~ (relative mood) = indefinite pronoun he.

16, 15 ik-kaš-šid- dak-ku-nu-ši and ik-kaš-šid- an-na-šu are  
praes. I 1, ikašid along side of ikašad, see Hilpr. Introd. p. 33,  
annot. nro. 3. 4. 1.

8. bît giš. bar = "rent estate", designation of some kind of  
real property; cf. bît ešrû "tithe estate" 45:9, 19.

11. ut-tab-bu-u pres. tense II 2  $\text{𒄩𒀭}$  DAH 442 wegreissen;  
II 2 having passive meaning, see DAG § 84.

12. i-ḫi-ib]-u-' and 19 i-ḫi-bi-a-ma IV 1 praes.  $\text{𒄩𒀭𒀭}$   
DAH p. 286 a, the i-vowel pointing to 𒀭 as the third radical.

i-ḫi-lik-u- I 1 praes.  $\text{𒄩𒀭𒀭}$  ḫalâku DAH 279 b, = iḫaliku  
the change from a to i in the second syllable due to the influence  
of i in the third syllable, see DAG § 34.

4. pu-tih-na-' = make you fast and l. 13 it-tir-a<sup>ai-</sup>-a-in-ni =  
pay you me; regarding the ending a in impt. II and II 1 2<sup>nd</sup> prs. plur  
see DAG § 94, second section.



## Tablet 55.

As to patânu and its meaning, see Hilprecht Introduction p. 53 note I. The double n in pu-tin-na-' because the form is in pause.

17. nu-da-na-nu = nudannan + u (1 prs. pl. praes. II 1 717)  
 + u; regarding this supernumerary vowel in principal clauses see  
 DAG § 92 beginning. 12





Contract for the lease of water from a canal.

Transliteration 16 -- Bît amêlu TUR. NUN. NA 12. 25. 28.

Šadû-rabû-êtir apluša Šadû-rabû-nâdin Šadû-rabû-na-dan-  
nu aplu ša

Ku-da-a ina hu-ud lib-bi-šu-nu a-na Bêl-nâdin-šum a. ša  
Mu-ra-šu-ú ik-bu-u um-ma mê ul-tu  
nâru [Bêl nâri-] ka mê ul-tu nâru Sin

8. i-na-[ši-'] bi-in-na-an-na-šim-ma šeu zêru zaḫ-pu  
bît [iṣ kaštu] ša ina alu Bît amêlu TUR] NUN. NA ni-[dal]-ku  
ù [ ] ina suluppu ša ina lib-bi i-tur-u-'  
it-ti [-ka î ni-] - kul ar-ki Bêl-nâdin-šum iš-me-šu-nu-ti-na  
mê ultu nâru Bêl nâri-šu a-na šeu zêru šuatu

10. id-daš-šu-nu-tú [ ] ina šatti ina arḫu [ ] 14 U

Bêl-nâdin-šum itti-šu-nu ik-kal  
amêlu mu-kin-nu

Ina-E-sag-il-râmi á /š ša Ki-na-apal

Ninib-aḫê-uballit a/š ša Aplâ (-a) Bêl-nâšir a/š ša  
Bêl-[nâdin]

15. Iddina-Nabû a/š ša Šadû-rabû-nâdin Bêl-ab-ušur  
a. š. An-bu-ru Šum-iddina a/š ša Ša-ra-<sup>c</sup> -ilî  
Šum-iddina a. š. Ninib-êtir  
amêlu saḡû Ninib-ga-mil a/š ša Bêl-nâdin

alu Bît- amêlu TUR. NUN. NA grhu Adâru umu 25 kam.



31, 2.

Transliter. 16 — continued.

20. šattu 28 kam Ar-taḥ-ša-as-su šar mâtâte

U. E.                      ṣu-pur

Šadû-rabû-êtir.



Translation 16 — Bît amêlu Tur. nun. na, 12. 25. 28.

Šadû-rabû-êtir, son of Šadû-rabû-nâdin, Šadû-rabû-nadannu, <sup>t</sup>  
son of Kûda, said of their own free will to Bêl-nâdin-sum,  
son of Murašû, as follows: let to us the water  
which comes from thy canal Bêl and from

5. the canal Sin; the planted field

and bît kaštu situated in Bît- am. TUR. NUN. NA we will give  
and [ ] of the dates which grow on the premises <sup>thee;</sup>

with [thee we will have the usu]fruct. Thereupon Bêl-nâdin-sum  
harkened to them

and gave them the water coming from his canal Bêl

10. for that field, annually in the [ ]

month 4 cubits. 2

Bêl-nâdin-sum shall have the usufruct with them.

witnesses.

13. <sup>priest</sup> priest.

Bit-amêlu TUR. NUN. NA 12th month 25th day

28th year of Artaxerxes, king of the countries.

U. E. nail-mark of Šadû-rabû-êtir.



Annotations to 16.

1. 5. i-na-[šī-'] pres. tense from našû, cf. nâru amêlu Rêš.-  
 ša-nâru ul-tu nâru Har-ri-pi-ku-du na-ša-a 30:4, and compare na-šu-  
 u sa mi-lim DAH 485 a N V I ; i-na-šī-' = ša i-na-šī-' =  
 which arises, relative clause without over-hanging vowel and with-  
 out rel. pron.

1. 6. ni-dak-ku = we will give thee; the second character  
 being i-identified with the sign 181 Pinches Sign-List dag, dak,  
 (par); cf. lu-dak-ka 1:13,14//25:7//29:16//30:17//65:12//67:6//  
 89:5//52a:4 or lu-dak-kam-ma 60:8, lu-ud-dak-ka 34:10//65:7, ni-  
dak-ku 88:10, nid-dak-ku 109:5, ni-id-dak-ka 86a:16

The third character is written ku, instead of ku (88:10, 109:5)  
 i. e. 𐎧 instead of 𐎧. See Meissner ABP p. 106, nro. 8, 1.  
 4 "At-ta-ar-da-ku = ich sende zu dir, u-ša-bi-la-ku = ich werde  
 zu dir senden."

1. 13. Ina-E-sag-ila-râmi = Dwelling in E. RA = ramû BSL 6362,  
 = abšâbu 6355, cf. E-sag-il [a-rami] 20:14, cf. Hilpr. Concordance;  
 appears as E-sag-ila-rami 20:14. "they, i. e. proper names, are ab-  
 breviated at the beginning or end" Hilpr. OBI II p. 55, note 1.

1. 8. it-ti-ka î-ni-kul, imp. I l akâlu = to have the usufruct.  
ka is supplied from the context; of the verbal form only kul is  
 written; as we need the 1. prs. plur. I read nîkul, as we need a  
 future I supply î.





32.

la-mi-šū

occurs 85:1, 11, 13//86:(1),10,12 after the words 3ra.na 10 siklu  
and is connected with them by  $u \alpha \tilde{u}$ . I have no explanation for it.

32a.

a-na Bêl-nâ-din-šum ik-ki-mu = when he takes away from Bêl-nâdin-  
šum 48:16

ikkim + u modus relativus (u) praes. I l ekêmu  $\text{U} \text{D} \text{S}$  , DAH  
p. 56 b. The formation is : ikkim = i'kim = i'akim, see DAG §  
38 b and § 47 "The Breath (2)."



32 b.

šu-un-da-a-tim = she has been caused to be placed 48:34, is 3rd prs. sing. fem. prm. III 1 to 𐎶𐎶 = nadû to place, the original form šundât becoming šuddât (DAG § 49b "the dental nasal n when it is vowelless" etc.) and then becoming šumdât (DAG § 52 "as a substitute for the doubling of a consonant" etc.).

A synonym of nadû is kanânu f. i: lu-ba-ra-am te-di-ik šar-ru-ti-ia lu-u ak-nu-un-ma = the lubâru, the robâ of my royalty, I put on, Nabopol. Hilpr. Col. II 64- Col. III 1.

32 c.

ta-mir-tum = Flur DAH 711 a 88:3, stem is 𐎶𐎵𐎶𐎶 = amâru to see, hence tâmirtum = horizon, "Umkreis"; parallel li-mi-it = surroundings 86<sup>a</sup>:6.



32 d.

<sup>44</sup> 17:3 is abbreviation for  $\frac{III}{III}$  = 9, BSL 7335.

32 e.

amêlu duppi (Pinches Sign-List 53 ) 31:23; otherwise amêlu šid  
(Pinches Sign-List 115).

32 f.

mašîqu tarši = "geaichtes Mass",

see Hilprecht Introd. p. 40, Annot. L. 8, 32a:6//58:7

mašîqu useštum = standard measure see ibidem; 25:14//29:21//  
30:24//45:14/15//49:3//52:6,11//52a:4,7//65:6,11,18//67:5//69:4, 7.

mašîqu rabû 86a:15, 21//95:6//96:[6]//88:9,15

iš kabaru, see note nro. 19.



Professional names occurring in the tablets.

<sup>amêlu</sup>a-lik na-aš-par-ti = messenger 69:3,9, employees of Bêl-nâdin-šum. They and other servants of Bêl-nâdin-šum, in company of (=itti, cf. latin milites cum legato= the soldiers under the command of the legate) a man, named Zabdia and his son, enter the house of Zabdia's brother Udarna' and seize his property; see mâr bîti 3

<sup>amêlu</sup> us-tar-ba-ru

1, occurs as witness 1:29//102:16 (us-ta-ar-bar-ri), Lo. E.

(abnu kunukku);

2, In 28:4 and 50;11 a servant, the <sup>amêlu</sup> šanû in 28 and the <sup>amêlu</sup> mâr bîti in 50, ša kâta<sup>i</sup> <sup>amêlu</sup> us-tar-ba-ri= empowered by the ustarbâr<sup>ti</sup>, collects giš. bar for one year, due from some real-estate property. Giš. bar in these 2 cases is apparently= tax, for in 50;4,11 there are 25 soldiers for the king mentioned as part of the giš. bar, just as we meet it in connection with ilku. The <sup>amêlu</sup> us-tar-ba-ru is, therefore, a tax collector.





33, 2.

amêlu da-šî-ia

1/2 ma.na kalû silver due to Bêl-nâdin-šum, due from Zêr-ukîn,  
slave of Arta, money which Attarapata, the amêlu da-šî-ia of Arta,  
had paid as a debt upon Zêr-ukîn 6:4

amêlu ba-gu-šû 88:4

ina hu-uš-ši-e-tu sa amêlu ba-gu-šû (in the topography of an es-  
tate).

amêlu c-u-du -

In ša mi-šil amêlu c-u-du ša m/ Ka-ḫi-ia 70:6

amêlu I R(?) plur

EO:7,0,8//97:4,6 (alu amêlu I R. MEŠ)//98:4,5//100:5,6.

cf. 2½ šiclu IR(! or SA?) tabl. 1:14,24



amêlu databaru, cf. Hilp. Introd. p. 8, l. 10.

occurs as witness 82: L.E.//83:18 R.//84:40.E.//107:15. It is on one and the same person, Zittu-Nabû; his master is Artaremu whom we know as father of the mâr bît šarri Manuštanu from 83:10 & 84:6.

amêlu dikû (stem 𒀭𒀪 to collect?)

collects conjointly with Hunzararu, slave of Puhhuru tax due on several estates let to Bêl-nâdin-šum, and is instructed to deposit it for Bêl-nâdin-šum with the mâr bît šarri Manuštanu.

amêlu kirikêti

a certain class of laborers or slaves 12:5,8 amêlu šaġ-nu ša amêlu šu-ša-an-ni plur. ša (amêlu) ki-ri-ki-e-ti.

The etymon of the word is apparently 𒀭𒀪, which we have also in 𒀭𒀪𒀪𒀪 balsam, Are the amêlu kirikêti possibly the balsam-making slaves, and ki-ri-ki-e-ti the phonetic reading of the Ideogram ŠIM + GĀR?



33, 4.

ša ina muh-<sup>h</sup>i giš.bar - who is placed over the giš. bar  
appears 14:5, Lo. E.//15:2//80:3,8

He collects the giš. bar himself in 14 and 80, and has  
it collected for him by the amêlu pi-ti-pa-ba-ga in 15.

It is implied that the <sup>latter</sup> has to render account to his master.

Cf. ša ina muh ga-ar-da 15:5,9, see <sup>note</sup> 3 r.

amêlu ha-at-ri, cf. Hebr. חֹטֵן, overseer.

amêlu <sub>h</sub>. 60:4,8;

amêlu <sub>h</sub>. ša amêlu šu-ša-ni-e 75:5

amêlu <sub>h</sub>. ša amêlu šu-ša-ni-e mârê amêlu APIW pl. 82:10

amêlu <sub>h</sub>. ša amêlu šu-ša-nu plur. mârê <sup>h</sup>i-sa-a-nu 94:3

amêlu <sub>h</sub>. ša amêlu [ ] plur. ša ina alu Ša la-me-e 96:4.

amêlu <sub>h</sub>. ša bît UD. SAR. ŠE. GA. 94a:[2]//95:4.



mâre hi-sa-a-nu.

amêlu ha-at-ri ša amêlu šu-ša-nu plur. mâre hi-sa-a-nu ša ina alu Bît-Mu-ra-nu = the overseer of the am. šušânê (and) the m. h. who are in B-M. 94:4. In the same connection appear amêlu ha-at-ri ša bît amêlu UD. SAR. ŠE. GA ša ina alu Bît-Za-ma-ma-êriš 95:4, and amêlu ha-at-ri ša amelûti ša ina alu ša la-me-e 96:4

As to the use of mâru in connection with professional names, see DAH 390 b. Etymon and meaning of hisânu are obscure.

amêlu mu-t(d)-al-li-ḥu ša imnu ša nâri X 59:6.

collects giš. bar ù min-at-tum from the tenant and has to deposit it with his master Addannu, the notary.

Muttallihu is apparently part II 2 𐎢𐎠𐎶 ; the II 1-form ul-lu-ḥu=IN. IN BSL 4235. Now IN. 𐎢𐎠𐎶 IN = uddudu BSL 4234, - Hebr. 𐤏𐤍𐤕 , Arab. 𐤏𐤍𐤕 = to sharpen, to point, f. i. Sin ina tâm marti-šu karnê-šu ud-du-da = when the horns of the moon in making its appearance are sharp (prm. II 1) K. 172,2; is ulluḥu synon. of uddudu?





amêlu mâr bîti (cf. He. בִּיתִי 'bîti Gen. 14:14, בֵּן בִּיתִי Gen. 15:3) Hilpr. Introd. p. 33 annot. L. 2.

- 1, appears as witness 14:13//45:30;
- 2, as owner of flocks 1:6,20;
- 3, slave of the notary amêlu pân kunukki 14:6//15:3,11//59:7,8, 15.
- 4, in connection with other slaves, (see âlik naš parti = messenger) of Bêl-nâdin-šum, with a man, named Zabdia and his son, enters the house of Zabdia's brother Udarna' and they seize his property; which is then restored to its owner 69:2,8;
- 5, the amêlu mâr bîti collects giš. bar = tax (see amêlu ustarbaru 2) and has to deposit it with his master Baga'miḥi', the amêlu ustarbaru 50:7, the same role in which the amêlu šamû appears in 28:5;
- 6, the slave of the amêlu mâr bîti (šarri), named Unnatu collects tax, due on several estates, and is to deposit it with his master Manuštanu, the am. mâr bîti šarri 83:8

That mâr bîti obtains an influential rank, is shown by tablets 14 and 15 where we meet the son of the mâr bîti of the Persian crown-notary Artammaru in the position of a tax collector: Iadiḫ-iâma sa ina muḫ GIS. BAR, evidently, as the name indicates, the descendant of a Judaic exile.



33,7.

amêlu ma-ak-tu-tu (tú)

5:4 R amêlu šak-nu ša amêlu ma-ak-tu-tú

23:14 [amêlu ša]knu ša amêlu šu-ša-an-ni u amêlu ma-ak-tu-tu

receives the ilku due on an estate.

23:19 mentions an alu ša amêlu ma-ak-tu-tu.

amêlu ma-ša-a-ka 107:9, see under am šaknu (33,7)

amêlu ki-zu plur.

Bêl-u-šur-šu amêlu ardu ša AD-dan-nu amêlu pân kunukki  
amêlu šak-nu ša amêlu ki-zu plur. = B., the slave of the notary A,  
and overseer of the am. ki-zu has received from the tenant the  
tax, he has been paid 39a:4.

Is ki-zu identical with kizu = Knappe DAH 324,b?

see BSL 9645.



3,3<sub>8</sub>


amêlu pi-ti-pa-ba-ga 15:4,8, 16, L. E.

receives giš. bar by authority of Iādih-iâma, who is placed over the giš. bar, and has to deposit it with I.

The word is Persian.

amêlu ZAG. ĦI. LI. SAR. 101:3.

šeu zêru ša amêlu ZAG. ĦI. LI. SAR; BSL 6512 = uršu DAH 137 a.

Z. is the name of a cereal. The lines Asurb. VI 79-30 read tâbtu u-šam (= , not)-di-li napâhu (= SAR) u-šap-pi-ḫa (against Del. Ass. Handw. article tâbtu p. 298 a.)

amêlu malahânû = sailor (malah + an DAG § 65, 35.)

bâb m. 54:1,

a) amêlu m. 91:4,6//68:6 (MÀ. LAḫ. MEŠ)

*šû-ša-mi-e*

amêlu ma-nà-i-ka-nu 102:(8), O. Lo. E & R. E.

Bêl-bullit-su amêlu us-ta-ar-ba-ri amêlu [ ] nu ša amêlu

ma-nà-i-ka-nu ..... ~~da-a ma-nu-as-ta~~

*a<sup>2</sup> da-ma-mi-as-ta*



amêlu si-pir(pi)-ri, cf. "Analysis, Agency" p. 20.

88:3 Bêl-nâdin-šum sub-lets some fields which are part of the fields of the amêlu si-pi-ri plur.

80:2,8<sup>7</sup> Bêl-nâdin-šum pays giš. bar to Ea-bullit-su and Nidin-tum who are charged with collecting the giš. bar, and who act libbû bu-da ša amêlu si-pir-ri ša<sup>ina</sup> abnu kunukki, i. e. in accordance with an order of the amêlu si-pir-ri which was under seal, or who has charge of the seal, a synonym of *pān scumici* (preferably)

48:7 Ru-su-un-pa-a-ti amêlu si-pir- is mentioned incidentally

amêlu nappah siparri = sopper smith.

written SIM[G. U]D. KA. BAR. 101:3.

amêlu nangaru = carpenter 87:7.

written ideographically NAGAR BSL 11168.

amêlu pahharu = potter 87:7.





7, 8, 15.

amêlu pân kunukki 14:6//15:3//11//32:1//32a;3//39a:4//59:

32 is a quit-claim. The rôle of the am pân kunukki in it is characterized thus: certain lands are [restored] to their owner Nabu-šara' by the broker Bâl-nâdin-šum in accordance with an order of the amêlu pân kunukki;

39 is a receipt of giš. bar and minâtu. They are received by a slave, the amêlu mutallihu, of the am. pân kunukki, from the tenant in pursuance of a written order signed by the am. pân kunukki and presented by his slave to the owner.

14, 15, and 32<sup>a</sup> are receipts for giš. bar. In 32<sup>a</sup> the amêlu pân kunukki remains rather passive, it is his slave, the amêlu šanû Lâbâši, apparently enjoying the confidence of his master, in accordance with whose order (= akî kâtu) B. and M. collect the rent from the tenant; the rent to be deposited with the amêlu pân kunukki and his slave, the amêlu šanû.

In 14:6 and 15:3,11 the am. pân kunukki is mentioned as the master of Hanani', but has nothing to do with the commercial transaction.

Of significance is the apposition ša šarri 59:14, which makes the officer an officer of the crown. One of the duties of his position is illustrated in 32 where, by his writ, a restoration of property is executed, see above — cf. amêlu sipirri on preceding page.



In 39a a slave of the amêlu pân kunukki, Bêl-uşur-šu by name, who holds the position of overseer of the amêlu kî-zu plur., collects the tax for one year on realty. It is implied that he does it for his master.

The use of pân is paralleled by the use of gu in gu-gallu DAH 194a, and by Arabic <sup>6</sup>شأ,

amêlu pa-i-si-e-ti, cf. note 3 b.

in šeu zêru plur amêlu pa-i-si-e-ti 65:3.

and in amêlu pa-e-si-e-ti u ri-iḥ-ti eklêti 60:6.



33, 12.

amêlu pak(u)d(u) = superindendent.

amêlu pak-du 1:2,31//39:3.

amêlu pa-kud 5:9//9:13//34:23//48:30//86a::31

amêlu pa-ku-du 19:15//<sup>23:17</sup> (nu, ~~error~~, error for du, ~~error~~ ]//35:29//39a:  
:9

The form pakdu = pâkdu = pâkidu prt. I l, = overseeing;  
pakud and pa-ku-du = pakûdu } formation, = 717 2 K. 11:15,  
pass. part = one who is entrusted.

amêlu šab šarri = soldier for the king, (royal soldier)

as part of tax, 23 + 1//50:4//70:1//83:1,12.

amêlu .....<sup>šak</sup>ka-su (?) 99:6.

amêlu šaknu = officer, chief.

amêlu šak-nu ša Nippur 23:17, R//19:15.

amêlu šak-nu 47:11//81:4.



amêlu šak-nu ša amêlu In-du-u'-ma-a-a 76:11

amêlu [šaknu](-nu) ša amêlu ma-~~ak~~-nà-<sup>2</sup><sub>1</sub>-ka-nu .....da-'-ma-mi-as  
-ta 102:8.

amêlu šaknu ša IR<sup>(1)</sup> plur. 70:8,0.

amêlu šak-nu ša amêlu šu-ša-ni-e or šu-ša-an-ni-ia 8:15//7a:4//

44:17;

amêlu šak-nu ša amêlu šu-ša-ni-e ša bît nak-kam-du 83:8.

amêlu šaknu(-nu), resp. šak-nu, ša amêlu šu-ša-ni-e, resp. šu-ša-nu

plur., mârê APIN plur. 81:11//82:12.

amêlu šak-nu ša amêlu ma-ak-tu-tú 5:4, R.

amêlu šak-nu ša amêlu šu-ša-an-ni u amêlu ma-ak-tu-tu 23:14

amêlu šak-nu ša amêlu šu-ša-ni-e ša am. ma-ša-a-ka 107:8

amêlu šak-nu ša amêlu ki-zu plur. 39a:4,0.





amêlu šušānûtu

either by themselves:

amêlu šu-ša-hi-e 8:15

amêlu šu-ša-a[n-ni] 23:R.      amêlu šu-ša-an-ni-ia 44:17

amêlu šu-ša-ni-e ša bît nak-kam-âu (D>1 granary and <sup>treasury</sup>) 83:8

or in connection with other slaves or laborers:

amêlu šu-ša-an-ni plur. (amêlu) ki-ri-ki-e-ti 12:5,8.

amêlu šu-ša-an-ni u amêlu ma-ak-tu-tu 23:14.

amêlu šu-šanū plur (šu-ša-an-ni-e, šu-ša-ni-e) mârê amêlu APIN.MEŠ

81:11//82:10//82:12.

amêlu šu-ša-nu plur mârê hi-sa-a-nu 94:3

amêlu šu-ša-ni-e ša amêlu ma-ša-aka 107:9

They are under the orders of an amêlu šaknu in 8:15//12:5,8//  
23:14, R//44:17//81:11//82:12//83:8//107:9.

They are under the orders of an amêlu haṭru 82:10//94:3.

Cf. Hilprecht *Introduct.* p. 44 annot.



amêlu šanû = "tax"

23:5//32a:3//44:6

collects giš. bar (28) or ilki (44) and has to deposit it with his master. In 32a the tax is collected by a man who acts a-ki ka-tu, i. e. under orders, of the amêlu šanû.

It occurs in the name of a canal 52:2.

amêlu TUR. NUN. NA

in the town name alu Bît-(amêlu) TUR.NUN. NA 16:5,19//20:17.

amêlu APIN, resp. TUR. APIN - ikkaru (origprišu).

60:3,5 (ša šarri), 9, 10, 12//73:4//81:11//82:11.

amêlu BAN.

iš kaštu ša Erba-a u amêlu BAN plur-šu 13:2; see also 63:2, in bât amêlu BAN 17:6//81:2.

cf. amêlu šâbê ša iš BAN Camb. Strassm. 262:3.



33, 16.

amêlu bêl(ê) BAN

amêlu bêlê BAN 10:4

amêlu bêlê is BAN 8:2,11//12:3,4//38:4//82:21, bêl is BAN 7a:2//18:2

amêlu GAL, i. e. rab, u-ra-a-tu = "chief of stable."

in alu Bît amêlu Rab u-ra-a-tu 107:8.

amêlu UŠ. SA. DU. MEŠ 99:11

see under imittu, note 28, p. 3.

amêlu *pa-ku-du* 39a:9.

amêlu  43:5.

cf.  A = rat-bu DAH 618 a ? and ki-ri-ki-e-ti (33 p.3)?



33, 17

amêlu UD. SAR. ŠE. GA.

denotes a certain class of slaves or laborers.

- 1, occurs as witness 75:10,0//83:17,R//84:L.E. (abnu kunukku = seal)
- 2, bît amêlu UD. SAR. ŠE. GA. 26:3//95:4;
- 3, collects rent for the bît iṣ kaštu of Erbâ from Bêl-nâdin-šum 79:10;
- 4, ~~in the name of a person m Nannar-mugur 86a:8 (on! be favorable!)~~ and in that of a canal nâru ilu Nannar-mugur 86a:7,9,15,23.

Composition of the Ideogram.

ud. sar. = Nannaru BSL 7360, še. ga. = magâru BSL 7475.

amêlu DI. TAR. = daiânu, judge.

9:12//12:12//75:16.





34, 1.

Cereals, etc.

✓ Še.aš.a.an 26:5,7//29:7,11//30:8,13//34:4,7,12,15//35:9,12,21//49:  
3,6//52:5,10//65:4,6,9,10,14//67:5,8//86<sup>a</sup>:10,13,18,20//88:6,8,  
12,13.

✓ Še.Bar 27//56//58//61 etc.

✓ Še.Gab.Nu 14:1,10//15:1,10,15//29:13//30:9,14//34:8,16//52:5,10//

✓ ŠE.GIG.Ba. 26:4,7//29:7,11//30:8,12//34:4/12/7/15//35:9,12,20//52:  
5,10//65:4,9,13,5,15,16//67:5,8//88:5,12,8//86<sup>a</sup>:10,13,17,20; is  
ideogram (against Demuth BA III p.436). The spelling gig.bi.  
proves nothing, for we find tál. la and til.li, tur.ra and tur.  
ri, bar. ra and bar.ri a. o., and the ass. word is kibtu ZA I,1  
18, and BSL 10532.

✓ ŠE.Gù.Gal 29:7,12//30:9,13//34:5,8,15//35:10,13,21//52:5,10//86<sup>a</sup>:10,  
18,13,21.

✓ ŠE.Gù.Tur. 29:8,12//30:9,14//34:5,8,16// //52:5,10//86<sup>a</sup>;11,  
18,13,21 note These 2 kinds of grain always occur together except  
in 35

✓ ŠE.Zag.Hi.Li 59:1,11//65:11

✓ Še.Had<sup>12</sup>.Sar 35:13,21//43:5,10//86<sup>a</sup>:14,22.

✓ Še.Had<sup>12</sup> (ŠH) Sar.Ia 29:13

✓ Še. ŠH (BSL 5484 BUR = šamnu). Sar 52:6,(11)//65:6,11,15,17; does  
26:3 contain it?

Kid-Da 65:6,15 (cf.BSL 5938 giš.kidda gišimmaru=tuḫallu?)

✓ Še.Til.Li Sar. 33:9,15



Cereals etc.

ka-si-ia 30:15//34:9,17 (cf. ka-si širi DAH 341 C).

pit-ni-e 86<sup>a</sup>:14,21.

še pu-~~zu~~-ut-tum 59:1.

še.šam.šag.en.sar 86<sup>a</sup>:14,22//88:8,15.

še.iš.ni = šamaššammu 59:(2),11//73:1//26:5,7//29:8,13//30:19,14,etc

šūmu = onion, written še.šam.sar. 29:8,14//30:10,15//35:10,13,22//

86<sup>a</sup>:11,18,22.

še.šum.en.sar. 29:14//30:10,15.

še.sum.sar.il 86<sup>a</sup>:11,18,14,22.

𐎶𐎠𐎶𐎶 88:9

ha-bu-ūhi-in-ni 47:9//42:5, cf. Camb. Strassm. 42:8//179:11.

u-ma-aš (𐎶𐎠𐎶𐎶, 𐎶𐎠𐎶𐎶, kicher, Bränkel Aram. Freundw.) pi-id-ru-<sup>u</sup>

(he. 𐤒𐤕𐤔 to be fat) = oil beans? in bit u-ma-aš pi-id-ru-<sup>u</sup> 101:2.

Hur(?) -ri gu-ra-bi a sort of wine (?) 21:1.

tu-ḫal lib-bi 62:9//63:11

man-ga-ga 62:10//63:11.

bil-tum ša ḫu-ša-bi 62:10//63:12, cf. Camb. Strassm. 2:11:40 gur.

bil-tum ša ḫu-ša-bi

SAG.EN, see Hilpr. Introd. p. 41, annot. to Nro. 10<sup>b</sup>, 11; it occurs

26:8,10<sup>b</sup>//29:15,21//30:16,23//34:9,17//35:14//51:11//59:2,11//

65:6,11,15,17,18//67:5,9//71:1//88:8,14//86<sup>a</sup>:14, and in the name  
of a cereal (see 4<sup>th</sup> line above) 88:8,15//86<sup>a</sup>:14,22.

\* .....  
\* SAG.EN ku-u-šu gu-ma-ti, resp. gu-mat.



34, 2

siġaru written KAS 3a:6//53:2,10//70:1//74:1//43:7.

written si-kar 43:12//106:1.

karānu = date wine, written [M]U. DIN. 43:4.



Some Proper Names, pres. masc.

see Hilprecht Concordance of Proper Names.

A-ka-a = "O precious one!" stem 𐤀𐤕𐤁 to be precious.

Ahu-u-la = "The brother is favorable!" âlu favorable, see DAI 65 a.

Amburu, possibly = Abûru = Strength, "Geborgenheit" DAI 10a, or "Befriended, Beloved, (cf. Ubâr), a 𐤀𐤁𐤁𐤕 formation, prt. pas. Kal of Hebrew; cf. the Hebrw. name Za-bu-du = Zabûdu 21:10 = 𐤆𐤀𐤁𐤕𐤔 = "The Given one", and the Assyrian adjective kašûšu = "The Strong one" Ašm. Annals I, 11.

A-ka-bi-ile, Ak-kab-ile = "God has rewarded", akkab, old pa'al, inst. of younger pa'el, formation; the original a vowel being preserved; cf. Hebr. 𐤀𐤕𐤁𐤁𐤕 , but 𐤀𐤕𐤁𐤁𐤕 and Assyrian ukaššad.

A-ku-bu = 𐤀𐤕𐤁𐤕, Arab. 𐤀𐤕𐤁𐤕 = successor,

Ardi-dA-di-e-šu = Servant of Adešu; Adešu is the name of a god unknown to me. It reminds of ilu A.DA.E.NE, i. e. eššu, BSL 4583, one of the titles of Ninib in II R 57, 47 c, but is likely to be foreign; cf. the following name

Ardi-dMul-la-e-šu = Servant of M. — Mul-la-e-šu is apparently a foreign god. It may be noted that the name ends in šu like the divine name in the preceding proper name.

Ba-rik-ki, Ba-rik-Bêl = The Blessed one, the Blessed one of Bêl; barûk, 𐤁𐤕𐤕𐤁 pass. part. aram. kal





Some Proper Names, prs. masc.

Ba-si-šu-a-na-ki, apparently compounded of basišu and anaki.

Anaki = אָנִי = I; basišu, by dissimilation of 1st sibilant,

= bâšišu or pâšišu prtc. kal = extending, increasing;

Basišu-anaki = I am increasing.

Bêl-ba-a-ku-pi-tin = Bêl, protect the child(?)

pitin, imp. I l to patânu, see Hilpr. Introd. p. 53, note

bâku = bakku perhaps to be derived from a stem פָּקַד to bloom,

blossom; cf. פָּקַד Hos. 10,1, and ar: بَقِيَ cf. Bi-ik-ku-û-a.

Bêl-ibukaš = "Bêl has pardoned him."

ibukaš = ibuka (ipf. I, פָּקַח) + š = šu verbal suff. prs. pronoun

3 prs. sing., DAG 39 end "vowel being dropped in the Aššlañt";

cf. immid-đu-uš = imiddû-šu they impose upon him 10:10, and for

nom. suffi. ša-al-lari-iš = his wall Nbk. II Borsippa-inscription

I 18, ta-mar-tuš (character ku) = his present Sargon, Prunk-insch-  
rift. l. 23.

Bêl-u-šal-lim = "Bel has kept safe."

lim is written with the character lam in 85:24 and 86:21, BSL 9042.

Bi-ik-ku-û-a = My child!

Bikku = \*bakku = bâku, see Bêl-bâku-pitin, above -- u is inser-  
ted for phonetic reasons. The original form of the nom. suffix of

\* a "thinned" to i in doubly closed syllable, cf. he. בִּיקָּ, orig. בִּיקָּ



Some Proper Names, prs. masc.

The 1. prs. sing. is ia, becoming ā, and then wa: Bikku-ia becomes Bik-ku-a (i dropped betw. two vowels), and Bikkuwa, (w being inserted to avoid the hiatus), cf. zēu-ā-a 48:26.

Bi-ru-ut-' (reminds of the city name בִּירוּתָא Ez.47,16.)

The writing ut-' apparently represents *th*. The word is probably abstract noun to בָּרַךְ to create, cf. ass. binûtu.

Da-di-ia, stem דִּי, My Darling!

Di-ik-di-ik, name of a bird; cf. He דִּיכִּי

(Ina)-E-sag-il-la-râmi = Dwelling in E-sag-ila.

Gu-sa-ai = (probably) "Man of Gus", cf. Arbilai.

Ha-nab, Ha-an-bu = Child! Stem בָּן

Har-bat-a-nu = Harb (בָּרַב) + at fem. ending + an.

DAG § 65, 35 +nom. vowel and

Ha-ri-ba-nu = harib (pt. I l) + an + u

Hi-in-ni-ia = My hinnu (meaning not known to me)!

Hu-un-sa-ra-ru, חֻרְרָא with repetition of the third ~~XXXX~~ radical, cf. a-dam-mu-mu = name of a bird DAG § 65, 29 b.

Ik-la-', in Bit-Ikla', prt. I, כָּלָה <sup>cept (?)</sup> - He has finished!

Ile'i-bullutu-Bêl-mâti = Bêl of the World decrees (ile'i pres.

I l, חַיָּה ) life!

Im-bi-ia, if = Imbi, Imbe, cf. Bania and Bane; then ~~He has~~  
~~has called, = imbi, imbe, cf. Bania and Bane; then~~





Proper Names, prs. masc.~~er is it~~ = Imibia, 𐤁𐤍𐤁, my fruit?In-na-Nabû = Nabû is propitious! inna is praes. II to enênu  
DAH 101 b.I-šum-mar-du-' = Išum is ? — mardu is either to be derived from marâdu cf. Ma-ru-du, DAH 425 b, or is = mašdu (change of r and š DAG § 51 end) DAH 428b, 429 a, meaning uncertain. — (Išum is the messenger of Nusku).Kû-tal-la-a-Nabû = Client, protégé (?) of Nabû!


Kutallu = wall, fence, and (fig.) protection; kutallai = one enjoying protection; client.



Li-na-du-uš, instead of lu naduš, prec. IV. (lu + prm. 𐤋𐤍𐤁𐤍) )  
= May he be renewed, rejuvenated?Mil-ḥi-ta-ri-bi- = Milḥu! Thou hast increased! târibi prt.  
I 1 𐤌𐤍' 2 prs. sing.Mi-nu-û- Bêl-da-an = The "zugeteilte" ( 𐤌𐤍𐤁𐤍 manû DAH 416b )  
of Bêl, the judge.Mûrânu = Junger Löwe "DAH 391 b.Murašû = Taking possession, or inheritance, successor(?)  
part. pael to rašû "fassen" DAH 628 b.Mutakkil-nîšê = Making strong (II 1 prt. 𐤌𐤍𐤁𐤍 ) the peopleNabû-aškâr-iši = Nebû is my share = 𐤍𐤁𐤁 𐤁𐤍𐤁𐤍 𐤁𐤍𐤁



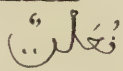


Ni-is-sa-par-Bel = Wir wenden uns, ~~o~~ Bel! DAH 494.

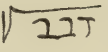
Ribâtu, -formation of  to be great, ribâiat, = ribâ at  
= ribât, cf. rubû, fem. rubâtu = rubâ<sup>rubâiatu</sup>at/DAG § 65, 13, and 41 b p.  
99 (engl. edition).

Ši-da-', stem ? , cf. šudadu = ra-i-mu DAH 642 a?

Unnatu = Grace!  formation to , DAH 101 b plus fem. ending at.

U-sa-ar-ta, stem  esêru = einschliessen. DAH 110 b  
, fem. 

Za-an-ga-nu = ?

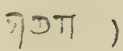
Zu-um-bu = Fly, , zubbu = zumbu.

#### Proper Names, fem. pers.

Ma-du-mi-i-tum = (?) a gentilic noun in the fem. like Assur-  
îtu?

#### Names of Places.

Bît-Tak-bi-li-šir = House of Takbi -lîšir, i. e. 'what thou  
(o god,) hast promised (or commanded) may prosper!

Hu-û-pu ša m Ba-rik-k[i]-ili = The "Zinne" (DAH 287 a )  
of Barik-ili.





35,6.

Ħu-uš-ši-e-tu = hušš + ai + atu = huššaitu = huššêtu = town

i. e. zaun, see huššu Rohrzaun DAH 238 a.

alu m Malahânu = Sailor-town; malahânu = malati + ân DAG

\$65,35.

alu Ša la-me-e, perhaps, = Town of lamû = to surround = Fort.

Sharra-a-ba-ni, mentioned (?) by Tigl. III. SA-ar-rab-a-ni

II R 67, 15 sa-ar-rab-a-nu ibidem, 16.

#### Names of Gates.

abullu Ši-bi-Uruk = Girdle (šibbu DAH 637 a) of Uruk!

Bâb Ħa-an-ba-ra = synonym pf Bâb kalakku for both ħabaru

(= hanbaru) and kalakku are represented by the same ideogramme,  
viz. u = bu-ru, BSL 8678 and 8696 resp.

Bâb kalakku = "Cellar gate"; see DAH 330 b and Meissner ZA IX,  
268.



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gi-iz-za-az-zu 26,8  
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kâru 24 // 30, ← « kabâru 19 // 32 f.  
amêlu ki-zu 33,7





kalakku 35,7

ka-ma-hu-u 28,4

ka-si-ia 34,2 *kanânu = to put on 32e*

k(or k) u-u-su 34,2

amêlu kirikêti 33,3

kašâdu 29,4 || 30,3

lâ 25,1

libbu 28,4

lah-hu 26,3

lah-ru 26,3

la-mi-šu 32

la-pal 16

*cf. ina šu-pal*

amêlu mutalliḫu 33,5

maḥâru 1,1

malaḥânu 33,3 || 35,6

malû 7

minûtu 12

mišru 6,2

amêlu ma-ak-tu-tu 33,7

amêlu mâr bît 33,6

marâku 14

mašîḫu 32,4

mišahu 30,1



bît maškanâtu 3<sub>e</sub>

amêlu ma-ša-a-ka 33,7

mu-ša-ni-e ša šarri 3<sub>p</sub>

(DAH 442 C III) mabû 30,3

nadû 32<sub>e</sub>

nazâzu 14<sub>2</sub>

našâzu 28<sub>1</sub>

ne-ḫa-ri (rum) 11

nakâsu = to estimate. 28<sub>2</sub>

(nikasu (=NIN.GA) ša šarri 32<sup>a</sup>:1)

nasâḫu = to attach 21

nisiḫtu = attachment 21

ni-ḫu-u = lamb tabl. 28<sup>a</sup>:2, written LU.SIGIŠŠÊ tabl.50:3,11.  
26<sub>5</sub>

sadû 18

amêlu si-pir-ri 33<sub>9</sub>

(amêlu) pâ'isêtu 3<sub>e</sub> || 33,11

pidrû 3<sub>i</sub> || 34<sub>2</sub>

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piṣû 26,1

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patânu 30,4 ← pakânu 12,3



ṣabātu 14<sub>2</sub>

ṣalindu, ṣalittu 26<sub>1</sub>

ṣal-(?)-lit-tu 26<sub>3</sub>

kêmu = flour 10

ḫununnîtum 26,9

kātu 9 || 26,9

(ri-ba-ni-e tabl. 8:3,4; ri-bi-ni' 44:7)

ragâmu 1<sub>2,3</sub> || 29<sub>2</sub>

rêtu 3                      rêltu 18

rašû, ra (ri)šûtu 1<sub>2</sub>

(syr. ) or  šadâru, šatâru 9

šu-uḫ-ḫa-nu 4

amêlu šaknu 33<sub>12,13</sub>

šiliḫtu 6

šalâmu, šullumu 1<sub>2-5</sub>

pî šulpu 3<sub>9</sub>

amêlu šanû 33<sub>15</sub>

mušannîtu 30<sub>1-2</sub>

šipir(š)tu 9

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(šu-ša-ru-û tabl. 13:1, cf. ?-ša-ru-u Peiser *Bibl. Vert.* 68:9)



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EN. NUN 18

IS. APIN 4  
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ZAG. LU 28<sub>1</sub>

ZUN. (= HI. A) 8

KAŠ. 34<sub>2</sub>

KID. DA 34<sub>1</sub>

LU, LU. NITA, LU. SIGISSÊ 26<sub>5</sub> (U 8 || 26,2,5)

LUGAL. KAM. ME. (?) 3d

MÀ. LAH. MEŠ. 33<sub>8</sub> || 35<sub>6</sub>

MU. DIN. 7 || 34<sub>2</sub>





NU. IŞ. SAR. n-tu 30<sub>6</sub>

SIMUG. UD. KA. BAR. 33<sub>9</sub>

SE, and the names of cereals with or without the determ.

~ 34<sub>1-2</sub>  
SIM. + GAR. 33<sub>3</sub>

TIL 29<sub>3</sub>

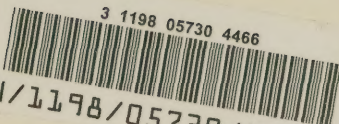
TUR.NUN.NA 33<sub>15</sub>.







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